

La Quinta[®]

Inns · Inn & Suites

Scott V. Williams
Vice President and Asst. General Counsel
Telephone: (214) 492-6719
Facsimile: (214) 492-6500

Rec 4/5/04

**PUBLIC
DOCUMENT**

SDMS Document ID
1005890

April 2, 2004

Via FedEx

U.S. Environmental Protection Agency
Attn: Kelcey Land, Enforcement Specialist, ENF-RC
999 18th Street, Suite 500
Denver, CO 80202-2466

Re: Response of La Quinta Properties, Inc. to Request for Information Pursuant to Section 104 of CERCLA for the Vermiculite Intermountain Site (#08-GA) located in Salt Lake City, UT

Ladies and Gentlemen:

This letter provides the responses of La Quinta Properties, Inc. ("La Quinta") to the referenced Request for Information. The number of each paragraph below corresponds to the number of the question in the Request for Information.

1. Scott V. Williams
909 Hidden Ridge, Suite 600
Irving, TX 75038
Telephone: (214) 492-6719
Facsimile: (214) 492-6500
2. Scott V. Williams
909 Hidden Ridge, Suite 600
Irving, TX 75038
Telephone: (214) 492-6719
Facsimile: (214) 492-6500
3. La Quinta Inns, Inc., a Texas corporation, acquired certain real property and improvements (the "La Quinta Property") on May 7, 1998 from the Van Cott, Bagley, Cornwall & McCarthy Profit-Sharing Trust and on June 30, 1998 from Michele E. Scott, Robert F. Edwards, Jr., Kathryn Edwards-Repka, now known as Kathryn Edwards Robinson, and Kerry Edwards. Of the foregoing sellers, La Quinta has only the following addresses:

- 1) David E. Salisbury, Stephen D. Swindle and Jerry L. Brown, Trustees of the Van Cott, Bagley, Cornwall & McCarthy Profit-Sharing Trust, 50 South Main Street, Suite 1600, P.O. Box 45340, Salt Lake City, Utah 84145-0340



2) Robert F. Edwards, 1565 Adrian Road, Burlingame, California 94010

The La Quinta Property is comprised of the parcels of land described in the deeds by which La Quinta acquired the La Quinta Property (deeds are attached hereto as Exhibit 1). The current owner of the La Quinta Property is La Quinta Properties, Inc., a Delaware corporation. La Quinta Properties, Inc. is the successor by merger to Meditrust Corporation, which was the successor by merger to La Quinta Inns, Inc., a Texas corporation.

4. To the knowledge of the undersigned, no.
4. La Quinta currently leases the parking lot portion of the La Quinta Property to Ampco System Parking pursuant to the lease agreement attached hereto as Exhibit 2. The contact information for Ampco System Parking is: Scott Snow or Stephen E. Long, Ampco System Parking, 175 S. Main Street, Suite 250, Salt Lake City, UT 84111.
5. Not applicable.
6. No, La Quinta acquired the La Quinta Property through a purchase transaction.
7. Not applicable.
8. La Quinta obtained two owner's policies of title insurance in connection with La Quinta's acquisition of the La Quinta Property. A copy of each owner's policy of title insurance is attached hereto as Exhibit 3. The undersigned was unable to locate a copy of a title search, but a title search may have been obtained in connection with the issuance of the owner's policies of title insurance. A chain of title report was obtained as part of the Phase I Environmental Site Assessment obtained by La Quinta (see Response No. 9 below). To the knowledge of the undersigned, La Quinta did not obtain an appraisal of the La Quinta Property in connection with its acquisition.
9. To the knowledge of the undersigned, prior to La Quinta's purchase of the La Quinta Property, La Quinta contracted with a third-party company to conduct the following environmental site assessments:
 - a. Phase I Environmental Site Assessment dated July 21, 1997 prepared by Western Technologies, Inc.
 - b. Limited Phase II Site Characterization dated August 8, 1997 prepared by Western Technologies, Inc.
 - c. Groundwater Characterization dated October 7, 1997 prepared by Western Technologies, Inc.

A copy of each of the referenced environmental site assessments is attached hereto as Exhibit 4. The referenced environmental site assessments do reveal the presence of contaminants on the La Quinta Property, but not contaminants the subject of the pending

investigation by The United States Environmental Protection Agency (the "EPA") for the Vermiculite Intermountain Site (vermiculite ore/asbestos).

10. To the knowledge of the undersigned, La Quinta's knowledge about previous uses of and environmental conditions at the La Quinta Property at the time La Quinta acquired it consisted only of those uses and conditions identified in the environmental site assessments attached hereto as Exhibit 4.
11. To the knowledge of the undersigned, no.
12. To the knowledge of the undersigned, the following business activities have been conducted on the La Quinta Property since the date acquired by La Quinta:
 - a. Ampco System Parking currently conducts a paid non-attended parking lot business on the La Quinta Property pursuant to its lease with La Quinta (see Response No. 4 above). Ampco System Parking has been conducting its parking lot business on the La Quinta Property since the date acquired by La Quinta.
 - b. The Salt Lake Organizing Committee for the Olympic Winter Games of 2002 used the building located on the La Quinta Property for office and staging activities related to the 2002 Olympic Games from November 1, 2001 until March 20, 2002 pursuant to a Lease Agreement dated November 19, 2001.
13. To the knowledge of the undersigned, La Quinta has made no changes to the La Quinta Property since it acquired it.
14. Until now, to the knowledge of the undersigned, La Quinta was not aware of the hazardous substances at the site that are the subject of the EPA's pending Vermiculite Intermountain Site investigation. Accordingly, La Quinta had not previously taken any steps to stop any release of such hazardous substances or to prevent human or environmental exposure to such hazardous substances on the La Quinta Property. La Quinta was recently advised by the EPA that vermiculite dust appears to have been detected in the vacant building currently located on the La Quinta Property. Upon receiving this information, La Quinta restricted access to that building until La Quinta receives confirmation of that advice from the EPA and the EPA's recommendations regarding those substances.
15. To the knowledge of the undersigned, as indicated in Response No. 14, La Quinta was not previously aware that vermiculite dust/asbestos was on the La Quinta Property. As a result of receiving the environmental site assessments attached as Exhibit 4, La Quinta was aware that the building on the La Quinta Property was constructed with certain non-friable asbestos-containing building materials (flooring tile, joint compound and roofing materials).
16. To the knowledge of the undersigned, La Quinta was not aware of any of the subject vermiculite/asbestos contamination at the La Quinta Property or that someone else so

contaminated the La Quinta Property or other portions of the site in the past prior to being advised of same by the EPA in connection with the subject investigation.

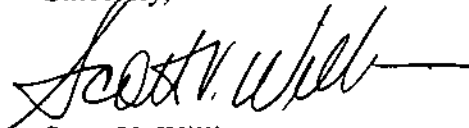
17. To the knowledge of the undersigned, La Quinta has received no requests from local, state or federal officials requesting cooperation, information or access except for requests received from the EPA in connection with the present investigation. La Quinta has fully cooperated with the EPA's requests.

18. Not applicable.

19. To the knowledge of the undersigned, La Quinta did not become aware of any of the subject contamination on the La Quinta Property prior to being notified of same by the EPA.

Each of the foregoing responses is being provided by the undersigned on behalf of La Quinta Properties, Inc. If you have any questions in regard to the foregoing responses, please feel free to contact the undersigned.

Sincerely,



Scott V. Williams

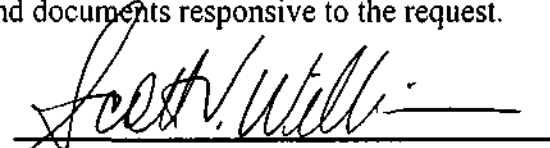
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Enclosures

NOTARIZED CERTIFICATE

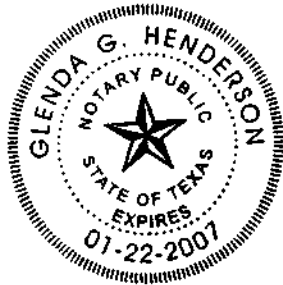
I, Scott V. Williams, having been duly sworn and being of legal age, hereby state:

1. I am the person authorized by La Quinta Properties, Inc. to respond to the Environmental Protection Agency's (EPA's) request for information concerning the Vermiculite Intermountain Site near Salt Lake City, Utah.
2. To my knowledge, I have made a complete and thorough review of all documents, information and sources in our possession relevant to the request.
3. I hereby certify that, to my knowledge, the attached response to EPA's request is complete and contains all information and documents responsive to the request.



Scott V. Williams
Vice President and Asst. General Counsel

Subscribed and sworn to me this 2nd day of April, 2004.

A handwritten signature in cursive script, reading "Glenda G. Henderson", written over a horizontal line.

Glenda G. Henderson, Notary Public
My Commission Expires: 1/22/07
My address is: 5927 Goliad Avenue
Dallas, TX 75206

RECEIVED

APR - 5 2004

Office of Enforcement
Compliance & Environmental
Justice

From: Origin ID: (214)492-6820
ELLISON STOLLENWERCK
LA QUINTA INNS, INC
909 HIDDEN RIDGE, SUITE 600
IRVING, TX 75038



Ship Date: 02APR04
Actual Wgt: 1 LB
System#: 5591040/INET1800
Account#: S *****

REF: Dept 600

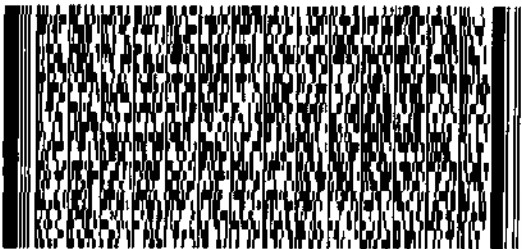


Delivery Address Bar Code

SHIP TO: (800)227-8917

BILL SENDER

Kelcey Land
U.S. Environmental Protection Agency
999 18th Street
Suite 500
Denver, CO 80202

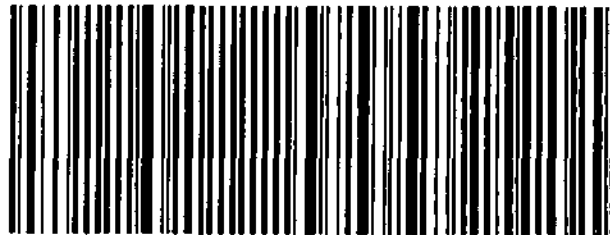
**PRIORITY OVERNIGHT****MON**

TRK# 7905 9882 4113

FORM
0201Deliver By:
05APR04

DEN A1

80202 -CO-US

XH TEXA

Shipping Label: Your shipment is complete

1. Use the 'Print' feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

6959257
05/11/98 4:43 PM 17.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: R. FRESQUE DEPUTY - VI

6959257

WHEN RECORDED, PLEASE RETURN TO:

Ms. Cynthia Stevens
La Quinta Inns, Inc.
P.O. Box 2636
San Antonio, Texas 78299-2636

ATC - D196019

SPECIAL WARRANTY DEED

DAVID E. SALISBURY, STEPHEN D. SWINDLE and JERRY L. BROWN, Trustees of the Van Cott, Bagley, Cornwall & McCarthy Profit-Sharing Trust, Grantor, hereby convey and warrant against all claiming by, through or under them to LA QUINTA INNS, INC., a Texas corporation, with its principal offices located at La Quinta Inn #176, P.O. Box 2636 Property Tax, San Antonio, Texas 78299-2636, Grantee, for the sum of Ten Dollars (\$10.00), and other good and valuable consideration, certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

BEGINNING at a point 10 feet East from the Northwest corner of Lot 6, Block 66, Plat "A", Salt Lake City Survey; thence South 220 feet to North face of concrete foundation wall; thence West along North face of said wall and wall produced 7.7 feet; thence Southerly along the West face of said concrete wall and wall produced 75.95 feet to a point 4 feet North from the North facing of a 13.75 foot outside diameter concrete smokestack; thence West 5.81 feet to a point 4 feet West from the West face of said smokestack; thence South 34.05 feet to South boundary line of Lot 5, said Block 66, thence East 498.51 feet, to the Southeast corner of Lot 8, said Block 66, thence North 136.75 feet, thence West 165 feet, thence North 8.25 feet, thence West 82.5 feet, thence North 165 feet, thence West 237.5 feet to the point of BEGINNING.

LESS AND EXCEPTING THEREFROM that portion conveyed to Utah Power and Light COMPANY, a Utah corporation organized and existing under the laws of the State of Utah as disclosed by that certain Warranty Deed recorded June 25, 1984, as Entry No. 3959294, in Book 5567, at Page 2324, Salt Lake County Recorder's Office, being more particularly described as follows:

BEGINNING at a point which is North 89°58'22" East 10.0 feet and South 00°02'07" East 132.02 feet from the Northwest corner of Lot 6, Block 66, Plat "A", Salt Lake City Survey; said point of beginning also being North 89°58'22" East along the city monument line 243.29 feet and South 0°02'07" East 199.46 feet

BR7973PC2782

from the city monument at the intersection of 100 South Street and 400 West Street; thence running South 0°02'07" East 88.02 feet; thence South 89°58'22" West 7.70 feet; thence South 0°02'07" East 75.97 feet; thence South 89°58'22" West 5.81 feet; thence South 0°02'07" East 34.06 feet to a point on the south line of said Lot 5, thence North 89°58'22" East along the south line of said Lots 5 and 6, 106.38 feet to a point which is 14.90 feet South, of the Southeast corner of an existing building; thence North 0°25'13" West along the East face of said building line projected, 198.05 feet; thence South 89°58'22" West 91.54 feet to the point of BEGINNING.

Contains 2.27 acres, more or less.

Subject to the following:

- (a) Real estate taxes and assessments for the year 1998 and thereafter.
- (b) Parking Lot Lease dated January 1, 1997, between the Grantor herein, as Lessor, and Ampco System Parking, a California Corporation, as Lessee.
- (c) Effects of that certain instrument entitled "Notice of Adoption of Redevelopment Plan entitled 'C.B.D. Neighborhood Development Plan' and dated May 1, 1982," recorded November 28, 1984, as Entry No. 4020604, in Book 5609, at Page 1953, Salt Lake County Recorder's Office.
- (d) Said property is located within the boundaries of Salt Lake City and is subject to charges and assessments levied thereunder.

(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY, TOGETHER WITH OTHER PROPERTY)

- (e) Effects of that certain instrument entitled "Resolution No. 62 of 1997, a resolution to create Salt Lake City, Utah Special Improvement District No. 106007, as described in the Notice of Intention concerning the district and authorizing the City officials to proceed to make improvements as set forth in the Notice of Intention to create the district." Said Resolution No. 62 of 1997 recorded October 28, 1997, as Entry No. 6774541, in Book 7791, at Page 2396.

(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY)

- (f) Special Assessment for Downtown Alliance, assessed November 13, 1997, Extension No. 8690-97, Account No. 17864, total amount assessed \$1,589.44, each installment being \$529.81, with a total unpaid principal balance of \$1,059.63, Salt Lake City Treasurer's Office.

(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY)

- (g) Those matters disclosed on that certain survey prepared by CRS Consulting Engineers, Inc. certified under the date of October 7, 1997, by Robert R. Smeltzer, a Registered Land Surveyor holding License No. 4104, as Drawing No. 13946.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 7th day of May, 1998.

DAVID E. SALISBURY, STEPHEN
D. SWINDLE and JERRY L. BROWN,
Trustees of the Van Cott, Bagley,
Cornwall & McCarthy Profit-Sharing
Trust


David E. Salisbury, Trustee


Stephen D. Swindle, Trustee


Jerry L. Brown, Trustee

010172130.V1

3

0K7973P62784

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of May, 1998, by David E. Salisbury, Stephen D. Swindle and Jerry L. Brown.

Carolyn L. Hopkins
NOTARY PUBLIC
Residing at: Salt Lake City, UT

My Commission Expires:

Sept. 30, 2000



010472130.V1

BK7973PG2785

7019733

TW 16768

Mail Tax Notice to:
 La Quinta Inns, Inc.
 La Quinta #176 P.O. Box 2636 Property Tax
 San Antonio, TX 78299-2636

7019733
 07/07/98 4:05 PM 14.00
 NANCY WORKMAN
 RECORDER, SALT LAKE COUNTY, UTAH
 TITLE WEST
 REC BY IV VEGA DEPUTY - ME

GENERAL WARRANTY DEED

Michelle E. Scott, Robert F. Edwards, Jr., Kathryn Edwards-Repha, now known as Kathryn Edwards Robison, and Kerry Edwards (collectively, "GRANTOR") with a mailing address of c/o Robert F. Edwards, 1565 Adrian Road, Burlingame, CA 94010 hereby CONVEY and WARRANT to La Quinta Inns, Inc., a Texas Corporation ("GRANTEE"), with a mailing address of 112 East Pecan Street, Suite 200, San Antonio, TX 78205, for the sum of Ten Dollars and other good and valuable consideration, the following described tract(s) of land in Salt Lake County, State of Utah:

Beginning at a point 243.52 feet North 89 degrees 58'21" East and 67.44 feet South 00 degrees 01'39" East and 485.28 feet North 89 degrees 58'20" East from the Salt Lake City Survey Monument found at the intersection of 100 South and 400 West Streets, said point being the Northeast Corner of Lot 8, Block 66, Plat A, Salt Lake City Survey, and running thence South 00 degrees 03'19" East 173.25 feet; thence South 89 degrees 58'20" West 165.00 feet; thence North 00 degrees 03'19" West 8.25 feet; thence South 89 degrees 58'20" West 82.5 feet; thence North 00 degrees 03'19" West 165.00 feet; thence North 89 degrees 58'20" East 247.50 feet to the point of beginning, and being the same property conveyed to Michelle E. Scott, Robert F. Edwards, Jr., Kathryn Edwards-Repha, and Kerry Edwards, an undivided twenty-five percent (25%) interest each as tenants in common, by Special Warranty Deed recorded March 7, 1991 as Entry No. 5035882 in Book 6296 at Page 120.

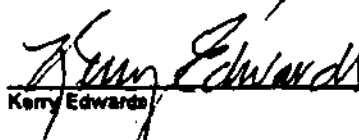
Sidwell No.: 16-01-203-001

TOGETHER WITH (a) Grantor's right, title and interest in all adjacent streets, alleys, rights of way and any adjacent strips of real estate; (b) all easements and right of way appurtenant to or benefiting such parcel; (c) all water rights, ditch rights and interest or shares in water or irrigation companies used in connection therewith; (d) all utility hook-ups and connections relating thereto; and (e) all permits, approvals and development rights associated herewith

SUBJECT TO the exceptions and matters set forth on Exhibit "A" attached hereto.

WITNESS the hand of said Grantor this June 30, 1998.


 Robert F. Edwards, Jr.


 Kerry Edwards

7019733

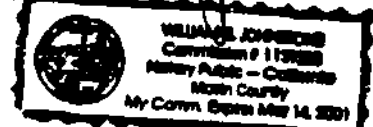
Michelle E. Scott
Michelle E. Scott

Kathryn Edwards-Repka, now known as Kathryn Edwards Robison
Kathryn Edwards-Repka, now known as Kathryn Edwards Robison,

State of CALIFORNIA }
County of Yuba }

On June 30, 1998 personally appeared before me Michelle E. Scott, the signer of the foregoing instrument who duly acknowledged to me that she executed the same.

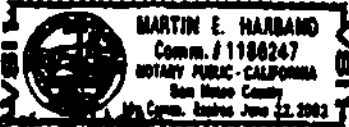
William J. Edwards Jr.
Notary Public



State of California }
County of San Mateo }

On June 30, 1998 personally appeared before me Robert F. Edwards Jr., the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Robert F. Edwards Jr.
Notary Public



State of California }
County of San Mateo }

On July 6, 1998 personally appeared before me Kathryn Edwards-Repka, now known as Kathryn Edwards Robison, the signer of the foregoing instrument who duly acknowledged to me that she executed the same.

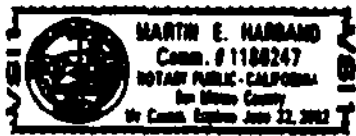
Kathryn Edwards Robison
Notary Public



State of California }
County of San Mateo }

On June 30, 1998 personally appeared before me Kerry Edwards, the signer of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

Kerry Edwards
Notary Public



NR8029FG2694

Exhibit "A"

Permitted Exceptions

The land described herein is located within the boundaries of SALT LAKE CITY and is subject to charges and assessments levied thereby.

Notice of Adoption of Redevelopment Plat entitled "C.B.C. NEIGHBORHOOD DEVELOPMENT PLAN" and dated May 1, 1982, recorded November 29, 1984, as Entry No. 4020804, in Book 5808, at Page 1953.

A new Special Assessment for which only a "Notice of Intention" has been recorded:

By SALT LAKE CITY
Purpose CURB AND GUTTER
Recorded October 28, 1997
Entry No. 6774541
Book/Page 7791/2396

A new Special Assessment for which only a "Notice of Intention" has been recorded:

By SALT LAKE CITY
Purpose DOWNTOWN ALLIANCE
Recorded February 19, 1998
Entry No. 6888483
Book/Page 7864/2722

All matters disclosed by that certain survey, dated May 29, 1996, prepared by CRS Consulting Engineers, Inc., under job No. 14263:

(A) Fence lines do not match the property lines.

(B) Storm drain and power lines (no record easement).

38029P62695

2

Exhibit

AUTO PARK LEASE

THIS LEASE, made this 7th day of May, 1999 by and between LaQuinta Inns, Inc., San Antonio, Texas, hereinafter referred to as "Lessor", and Ampco System Parking, a California corporation, hereinafter referred to as "Lessee".

1. **LEASED PREMISES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor real estate described as the Leased Premises which consists of approximately 35 stalls located at or about 132 South 300 West, City of Salt Lake, and County of Salt Lake, and State of Utah.

2. **LEASE TERM:** The term of this lease shall be for a term of one year, commencing on May 7th, 1999. Notwithstanding the term of this Lease as herein provided, this Lease may be terminated at any time as hereinafter provided.

3. **OPTION TO RENEW:** At the conclusion of the initial LEASE TERM, Lessee reserves the right to renew on a month to month basis at a rental rate agreed upon by Lessor and Lessee.

4. **RENT:** In consideration hereof, the Lessee covenants and agrees to pay to Lessor, at the address set forth in Paragraph 17 or such other place as Lessor may from time to time designate in writing, rent for the Leased Premises in the following manner:

- (A) **Minimum Rent:** On the first day of each month during the term of this lease, Lessee agrees to pay Lessor a fixed monthly rent (herein the "Minimum Rent") as follows: For the months of November through April, \$1,060.00 per month; and for the months of May through October, \$385.00 per month; for a total guaranteed minimum annual rent of \$8,670 per year. If the commencement Date is not the first (1st) day of the month or if the Lease termination date is not the last day of the month, the Minimum Rent for such month shall be prorated at the then current rate for the fractional month.
- (B) **Percentage Rent:** Lessee shall pay Lessor percentage rent (herein the "Percentage Rent"), as determined by this Section, on all Monthly Revenue from the premises after execution of this Lease. Percentage Rent shall be determined and payable on or before the fifteenth (15th) day following the end of each full calendar month. Each payment of Percentage Rent shall be accompanied by a statement setting forth the Monthly Revenue and the calculation of Percentage Rent. The amount of Percentage Rent, if any, payable each month of the initial Term shall be sixty-seven and one-half percent (67.5 %) of the Monthly Revenue.

For purpose of this Lease, "Monthly Revenue" is defined as the gross amount of all revenue generated on or from the Premises for the calendar month, including without limitation, vehicle parking and vehicle storage revenue, less only; (i) the cost of snow removal for such month (not to exceed the cost available by competitive bidding); and (ii) refunds, discounts, allowances, sales, use, parking, or gross receipts taxes attributable to Lessee's use or occupancy of the Premises and paid by Lessee in the respective calendar month.

Lessee shall be entitled to a credit against Percentage Rent each calendar month in a amount equal to Minimum Monthly Rent actually paid to Lessor for such calendar month.

Monthly Net Revenue shall be calculated and Percentage Rent shall be paid on a monthly basis and shall not be adjusted for fluctuations from month to month.

Lessee agrees to be open for business on the Premises at all times that events are being held in the Delta Center and to conduct its parking activities on the Premises in a manner reasonably necessary to maximum Monthly Revenue during the Term.

5. **USE:** The Leased Premises shall be used for vehicle parking and related purposes and such other purposes as may be incidental thereto. Lessee shall have the right to install or erect at its expense, signage suitable for advertising purposes in or adjacent to the Leased Premises and any personal property or trade fixtures Lessee deems necessary for conducting business upon the Leased Premises in accordance with the uses and purposes provided herein.

6. **INDEMNIFICATION:** Lessee shall indemnify and hold harmless Lessor from any and all loss, negligent errors, omissions or misconduct of Lessee, its agents or employees. Lessor shall indemnify and hold harmless Lessee from all loss, costs (including reasonable attorneys fees), and liability on account of any damages, injuries, claims and demands to the extent caused by the negligent errors, omissions or misconduct of Lessor, its agents or employees or defects in the Leased Premises or improvements thereon.

Lessee shall not be liable for any loss or liability caused by or arising from: (a) any structural defect on or about the Leased Premises; (b) the design of the Leased Premises or any acts or omissions of the Lessor, Lessor's agents, employees, licensees, or invitees.

7. **INSURANCE:** Lessee shall obtain and keep in force during the term of this Lease commercial general liability insurance to insure its obligations hereunder with liability limits of \$1,000,000 each occurrence. Such policies shall name the Lessor as an additional insured to the full extent of the indemnification above provided. Lessee shall

provide Worker's Compensation coverage in accordance with applicable laws, with the right to be self-insured.

Within 10 days after the date hereof, Lessee shall deliver to Lessor certificates of insurance certifying that the insurance required to be carried is in full force and effect.

8. **UTILITIES AND SERVICES:** Lessor shall pay all utility and service charges, other than telephone charges, relating to the Leased Premises.

9. **TAXES AND ASSESSMENTS:** Lessor shall pay all taxes and assessments levied upon or assessed against the Leased Premises.

10. **PERMITS AND LICENSES:** Lessee shall procure any and all permits or licenses necessary for operation, and Lessor agrees to assist Lessee to obtain such permits or licenses if such assistance is necessary. Lessee shall have the option to terminate this Lease if it is unable to obtain any required permit or license for vehicle parking operations on the Leased Premises. The rent required by this Lease shall abate until such time as the required permit or license is obtained.

11. **DUTIES OF LESSOR:** Lessor shall, at its own expense, keep, maintain, repair and make replacements (interior, exterior, structural and non-structural) to and for the Leased Premises and sidewalks adjacent thereto to insure that the premises are in good condition and repair. Such maintenance, repairs and replacements shall be made promptly, as and when necessary. Any structural, mechanical, electrical, or any alteration required by statutes or regulations pertaining to air quality, environmental protection, zoning, provisions for persons with disabilities, land use or building codes or other similar governmental requirements, shall be the sole responsibility of the Lessor. On default of Lessor in providing any of the foregoing, Lessee may, but shall not be required to, provide same for Lessor's account and the expense thereof shall be deducted from any rent due under this Lease.

12. **PEACEABLE POSSESSION:** Lessor and Lessee warrant that they have the authority to enter into this Lease, and Lessor warrants that no law, ordinance or regulation prohibits the use of the Leased Premises for any vehicle parking business. Lessor shall execute or procure any necessary assurances of title that may reasonably be required for the protection of Lessee. Lessor covenants that Lessee may peacefully hold and enjoy the Leased Premises during the lease term without any interruption by Lessor, its successors or assigns, or any other person or entity.

Lessor and its authorized representatives shall have the right to examine and inspect the Leased Premises from time to time during usual business hours and to enter the Leased Premises for the purpose of making repairs thereto at any reasonable time. Rent hereunder shall abate proportionately any time Lessor's repairs or the condition of the Leased Premises which are Lessor's responsibility adversely affect the gross parking receipts.

Lessor shall indemnify and hold harmless Lessee from any and all loss, liability, and cost, (including reasonable attorney's fees) arising out of any prior use or in connection with any other lease or tenancy of the Leased Premises.

Lessor represents and warrants that it has received no notice or knowledge of claimed violations of any law, ordinance or regulation relating to the Leased Premises.

13. GOVERNMENTAL ACTIONS: In the event any governmental authority takes any action which inhibits or adversely affects vehicle ingress to or egress from the Leased Premises or if a portion of the Leased Premises shall be acquired or condemned under eminent domain or any other governmental power or if any other governmental authority takes any action relating to the parking, fueling, or use of motor vehicles which causes or substantially contributes to a reduction in the use of the Leased Premises and/or the generation of gross parking receipts, Lessee shall have the right to elect either to terminate this Lease by giving 10 days' written notice to Lessor or, in the case of a partial taking of the Leased Premises, or a reduction in gross parking receipts, to continue this Lease for the remainder of the then current term. In the latter event, the rent shall be abated in the proportion that the total number of usable parking spaces remaining thereafter bears to the total number spaces in the Leased Premises (or the total gross parking revenue, as applicable), prior thereto.

14. DAMAGE BY FIRE, DISASTER OR OTHER CASUALTY: In case of damage to the Leased Premises by fire or other casualty, if the damage is so extensive as to amount to the substantial destruction of the Leased Premises, this Lease shall at the option of Lessee, cease, and the rent shall be abated and apportioned to the time of the damage. In all other cases where the Leased Premises are damaged by fire, disaster or other casualty, Lessor shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased Premises untenable, in whole or in part, there shall be abatement and apportionment of the rent until the damage has been repaired. Rent shall be abated in its entirety in the event Lessee ceases doing business on the premises during the period of damage and repair.

15. TERMINATION: This Lease may be terminated for any reason given thirty (30) days' written notice by either party to the other party. Upon cancellation or termination of this Lease, Lessee shall be released from any further obligation under the terms of this Lease arising after the date of such termination.

16. SURRENDER: Upon the termination of this lease by lapse of time or otherwise, Lessee agrees that it will surrender and deliver up to Lessor possession of the Leased Premises. Lessee shall have the right to remove any and all of Lessee's personal property and trade fixtures prior to such surrender and delivery.

17. **NOTICES:** Any notices or communications required or requested to be given under the terms of this lease shall be deemed properly given if mailed by United States mail, registered and with postage prepaid, if to:

LESSEE TO:

Ampco System Parking
1325 4th Avenue, Suite 910
Salt Lake City, UT 84101

LESSOR TO:

LaQuinta Inns, Inc.
P.O. Box 2636
San Antonio, Texas 78299-2636

Such address for notices may be changed by delivery notice of such change in the manner provided above.

18. **BROKERS:** Lessor and Lessee each represent and warrant that no broker or finder represented either party in obtaining this lease.

19. **ATTORNEY'S FEES:** In the event legal action is brought to enforce this lease or any part of its provisions, the prevailing party shall be entitled to reasonable attorneys' fees and costs which shall be included as part of any judgment.

20. **DESCRIPTIVE HEADINGS:** The headings used herein are descriptive only and for the convenience of identifying the provisions hereof and are not determinative of the meaning or effect of any of the provisions of the Lease.

21. **SEVERABILITY:** If any provisions of this Lease shall be invalid or unenforceable, the remainder hereof shall nevertheless continue in full force and effect.

22. **ENTIRE AGREEMENT:** The Lease contains the entire agreement and understanding between the parties hereto, and may not be amended or changed except by agreement in writing executed by the parties.

23. **SUCCESSORS AND ASSIGNS:** This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

25. **GOVERNING LAW:** This lease shall be governed by, and construed and enforced in accordance with the laws of the State in which the Leased Premises are located.

IN WITNESS THEREOF, the parties hereto have executed this lease on the day and year first written above.

FOR LESSEE:

Ampco System Parking,
a California corporation

By: Steph E Long

Title: SR. VICE PRESIDENT

Date: 5-11-99

FOR LESSOR:

LaQuinta Inns, Inc.

By: Isis Schief

Title: _____

Date: 5/21/99

POLICY OF TITLE INSURANCE ISSUED BY

3 Exhibit

STEWART TITLE

GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY

Stewart Morris Jr.
Chairman of the Board

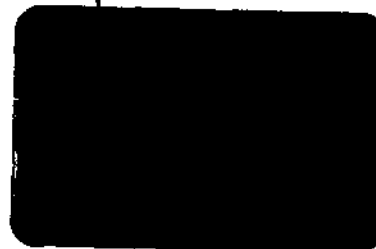
Malcolm S. Morris
President

Countersigned:

[Signature]
Authorized Signatory

Company

City, State



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly

reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

SCHEDULE A

Order Number: TW 18768

Policy No.: O-9993-1265813

Date of Policy: July 07, 1998 at 4:05 P.M.

Amount of Insurance: \$ 2,200,000.00

Premium: \$ 9,414.00

1. Name of Insured:

LA QUINTA INNS, INC., a Texas Corporation

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

LA QUINTA INNS, INC., a Texas Corporation

4. The land referred to in this policy is described as follows:

SEE ATTACHED SCHEDULE C

SCHEDULE B

Order Number: TW 18768

Policy No.: 0-9993-1265813

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

[PRINTED EXCEPTIONS]

[SPECIAL EXCEPTIONS]

1. Lien of General Property Taxes for 1998 not yet due and payable:
Serial No. | 15-01-203-001
2. The land described herein is located within the boundaries of SALT LAKE CITY and is subject to charges and assessments levied thereby.
3. Notice of Adoption of Redevelopment Plat entitled "C.B.C. NEIGHBORHOOD DEVELOPMENT PLAN" and dated May 1, 1982, recorded November 29, 1984, as Entry No. 4020604, in Book 5609, at Page 1953.
4. A new Special Assessment for which only a "Notice of Intention" has been recorded:

By		SALT LAKE CITY
Purpose		CURB AND GUTTER
Recorded		October 28, 1997
Entry No.		6774541
Book/Page		7791/2396
5. A new Special Assessment for which only a "Notice of Intention" has been recorded:

By		SALT LAKE CITY
Purpose		DOWNTOWN ALLIANCE
Recorded		February 19, 1998
Entry No.		6868483
Book/Page		7884/2722
6. All matters disclosed by that certain survey, dated May 29, 1998, prepared by CRS Consulting Engineers, Inc., under job No. 14263:
 - (A) Fence lines do not match the property lines.
 - (B) Storm drain and power lines (no record easement).

SCHEDULE C

Order Number: TW 18768

Beginning at a point 243.52 feet North 89 degrees 58'21" East and 67.44 feet South 00 degrees 01'39" East and 485.28 feet North 89 degrees 58'20" East from the Salt Lake City Survey Monument found at the intersection of 100 South and 400 West Streets, said point being the Northeast Corner of Lot 8, Block 66, Plat A, Salt Lake City Survey, and running thence South 00 degrees 03'19" East 173.25 feet; thence South 89 degrees 58'20" West 165.00 feet; thence North 00 degrees 03'19" West 8.25 feet; thence South 89 degrees 58'20" West 82.5 feet; thence North 00 degrees 03'19" West 165.00 feet; thence North 89 degrees 58'20" East 247.50 feet to the point of beginning, and being the same property conveyed to Michele E. Scott, Robert F. Edwards, Jr., Kathryn Edwards-Repka, and Kerry Edwards, an undivided twenty-five percent (25%) interest each as tenants in common, by Special Warranty Deed recorded March 7, 1991 as Entry No. 5035592 in Book 6296 at Page 120.

CONDITIONS AND STIPULATIONS Continued
(continued and concluded from reverse side of Policy Face)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy and improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorney's fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters, when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P. O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE
GUARANTY COMPANY

ESTABLISHED 1893
INCORPORATED 1908

A NAME
RECOGNIZED NATIONALLY
AS BEING
SYNONYMOUS WITH

QUALITY



Sanctity of Contract

STEWART TITLE
GUARANTY COMPANY

P.O. Box 2029
Houston, Texas 77252

**POLICY
OF
TITLE
INSURANCE**

Form No. UT-1402.92
(10/17/92)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED THROUGH THE OFFICE OF

ASSOCIATED TITLE COMPANY

560 SOUTH 300 EAST • SALT LAKE CITY, UTAH 84111

(801) 578-8888

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.



ISSUED THROUGH THE OFFICE OF

ASSOCIATED TITLE COMPANY

560 SOUTH 300 EAST • SALT LAKE CITY, UTAH 84111

(801) 578-8888

Donna Keel

COUNTERSIGNED

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

UT 103428 ATTEST *Mark L. Arnesen* SECRETARY



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given

by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company; up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue

for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all

SCHEDULE A

**"ALTA" Extended Owner's Policy
(10/17/92)
Order No. D196019**

Policy No. 73912-13*O103428

**Liability: \$15,550,000.00
Effective Date: May 11, 1998 at 4:43 p.m.**

Premium: \$46,698.00

Name of insured:

LA QUINTA INNS, INC., a Texas corporation

- 1. The estate or interest in the land described herein and which is covered by this policy is:**

LA QUINTA INNS, INC., a Texas corporation

- 2. The estate or interest referred to herein is at Date of Policy vested in:**

Fee Simple

- 3. The land referred to in this policy is situated in the State of Utah, County of Salt Lake and is described as follows:**

BEGINNING at a point 10 feet East from the Northwest corner of Lot 6, Block 66, Plat "A", Salt Lake City Survey; thence South 220 feet to North face of concrete foundation wall; thence West along North face of said wall and wall produced 7.7 feet; thence Southerly along the West face of said concrete wall and wall produced 75.95 feet to a point 4 feet North from the North facing of a 13.75 foot outside diameter concrete smokestack; thence West 5.81 feet to a point 4 feet West from the West face of said smokestack; thence South 34.05 feet to South boundary line of Lot 5, said Block 66, thence East 498.51 feet, to the Southeast corner of Lot 8, said Block 66, thence North 156.75 feet, thence West 165 feet, thence North 8.25 feet, thence West 82.5 feet, thence North 165 feet, thence West 237.5 feet to the point of BEGINNING.

LESS AND EXCEPTING THEREFROM that portion conveyed to UTAH POWER AND LIGHT COMPANY, a Utah corporation organized and existing under the laws of the State of Utah as disclosed by that certain

This Policy valid only if Schedule B is attached.

SCHEDULE A

Warranty Deed recorded June 25, 1984, as Entry No. 3959294, in Book 5567, at Page 2324, Salt Lake County Recorder's Office, being more particularly described as follows:

BEGINNING at a point which is North 89°58'22" East 10.0 feet and South 00°02'07" East 132.02 feet from the Northwest corner of Lot 6, Block 66, Plat "A", Salt Lake City Survey; said point of beginning also being North 89°58'22" East along the city monument line 243.29 feet and South 0°02'07" East 199.46 feet from the city monument at the intersection of 100 South Street and 400 West Street; thence running South 0°02'07" East 88.02 feet; thence South 89°58'22" West 7.70 feet; thence South 0°02'07" East 75.97 feet; thence South 89°58'22" West 5.81 feet; thence South 0°02'07" East 34.06 feet to a point on the South line of said Lot 5, thence North 89°58'22" East along the South line of said Lots 5 and 6, 106.38 feet to a point which is 14.90 feet South, of the Southeast corner of an existing building; thence North 0°25'13" West along the East face of said building line projected, 198.05 feet; thence South 89°58'22" West 91.54 feet to the point of BEGINNING.

SCHEDULE B

Order No. D196019

Policy No.: 73912-13*O103428

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees, or expenses) which arise by reason of the following:

(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY)

1. Taxes for the year 1998 are not yet due and payable. (Tax Parcel No. 15-01-129-022)

(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY, TOGETHER WITH OTHER PROPERTY)

2. Said property is located within the boundaries of Salt Lake City and is subject to charges and assessments levied thereunder. (CURRENT)

(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY, TOGETHER WITH OTHER PROPERTY)

3. Effects of that certain instrument entitled "Resolution No. 62 of 1997, a resolution to create Salt Lake City, Utah Special Improvement District No. 106007, as described in the Notice of Intention concerning the district and authorizing the City officials to proceed to make improvements as set forth in the Notice of Intention to create the district." Said Resolution No. 62 of 1997 recorded October 28, 1997, as Entry No. 6774541, in Book 7791, at Page 2396.

(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY)

4. Subject to the rights of AMPCO SYSTEM PARKING, a California corporation, as a tenant in possession under that certain Lease Agreement dated January 1, 1997.

(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY)

5. Subject to those matters disclosed on that certain survey prepared by CRS CONSULTING ENGINEERS, INC., having been certified under the date of October 7, 1997, as Drawing No. 13946, by ROBERT R. SMELTZER, a Registered Land Surveyor holding License No. 4104, including but not limited to the following:
 - a. Claims as disclosed by fence line encroachments over the Northeasterly portion of the subject property;

SCHEDULE B

- b. Fence line discrepancies along the Westerly, Southwesterly, Southerly and Easterly boundary lines of the subject property;
- c. Improvements consisting of the Utah Paperbox Co. Building appurtenant to the property adjoining on the South encroaching onto the subject property;
- d. Power line over the Southeasterly and Westerly portion of the subject property.

(THE FOLLOWING AFFECTS ALL OF THE SUBJECT PROPERTY, TOGETHER WITH OTHER PROPERTY)

- 6. Effects of that certain instrument entitled "Notice of Adoption of Redevelopment Plan entitled 'C.B.D. Neighborhood Development Plan' and dated May 1, 1982", recorded November 28, 1984, as Entry No. 4020604, in Book 5609, at Page 1953, Salt Lake County Recorder's Office.

* * * * *

ENDORSEMENT

Attached to Policy No. 73912-13*0103428
Order No. D196019/LA QUINTA INNS, INC.

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company hereby insures against loss which the Insured shall sustain by reason of any of the following matters:

1. Any incorrectness in the assurance which the Company hereby gives:
 - (a) That there are no present violations on the land of any enforceable covenants, conditions or restrictions;
 - (b) That, except as shown in Schedule B, there are no present encroachments onto the land of buildings, structures or improvements located on adjoining lands.
2. Unmarketability of the title to the estate or interest by reason of any violations on the land, occurring prior to acquisition of title to the estate or interest by the Insured, of any covenants, conditions or restrictions.

Wherever in this endorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or restrictions contained in any lease.

No coverage is provided under this endorsement as to any covenant, condition, restriction or other provision relating to environmental protection.

The total liability of the Company under the policy and any endorsements therein shall not exceed, in the aggregate, the face amount of the policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of the policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.



First American Title Insurance Company

BY

PRESIDENT

BY

ASSISTANT SECRETARY

ENDORSEMENT

Attached to Policy No. 73912-13*0103428
Order No. D196019/LA QUINTA INNS, INC.

Issued By
FIRST AMERICAN TITLE INSURANCE COMPANY

The Company hereby assures the insured that the land abuts upon a physically open street known as 100 South and abuts upon a physically open street known as 300 West.

The Company hereby insures the insured against loss which the insured shall sustain in the event the assurance herein shall prove to be incorrect.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CLTA Form 103.7 (Rev. 9-10-93)
ALTA or CLTA - Owner or Lender



First American Title Insurance Company

BY

A handwritten signature in dark ink, appearing to read "J. J. Kennedy", written over a horizontal line.

PRESIDENT

BY

A handwritten signature in dark ink, appearing to read "Donna B. [unclear]", written over a horizontal line.

ASSISTANT SECRETARY

ENDORSEMENT

Attached to Policy No. 73912-13*0103428
Order No. D196019/LA QUINTA INNS, INC.

Issued By
FIRST AMERICAN TITLE INSURANCE COMPANY

The Company hereby assures the Insured that the land referred to in Schedule "A" consists of a separate tax lot or lots and said lot or lots do not include any property not included within said land.

The Company insures the insured against loss in the event the assurance herein shall prove to be incorrect.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsements, if any, nor does it extend the effective date of the policy and prior endorsements or increase the face amount thereof.

F.A. Form 64 (Revised 11-15-95)
Separate Tax Lot



First American Title Insurance Company

BY

A handwritten signature in dark ink, appearing to read "J. J. Kennedy", written over a horizontal line.

PRESIDENT

BY

A handwritten signature in dark ink, appearing to read "Vonnabes", written over a horizontal line.

ASSISTANT SECRETARY

ENDORSEMENT

Attached to Policy No. 73912-13*0103428
Order No. D196019/LA QUINTA INNS, INC.

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company assures the insured that the land is the same as that delineated on the plat of a survey made by CRS CONSULTING ENGINEERS, INC., having been certified under the date of October 7, 1997, as Drawing No. 13946, by ROBERT R. SMELTZER, a Registered Land Surveyor holding License No. 4104.

The Company hereby insures the insured against loss which the insured shall sustain in the event that the assurance herein shall prove to be incorrect.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CLTA Form 116.1 (Revised 9-10-93)
ALTA or CLTA - Owners or Lenders



First American Title Insurance Company

BY

A handwritten signature in cursive script, likely belonging to the President of the company.

PRESIDENT

BY

A handwritten signature in cursive script, likely belonging to the Assistant Secretary of the company.

ASSISTANT SECRETARY

ENDORSEMENT

Attached to Policy No. 73912-13*O103428
Order No. D196019/LA QUINTA INNS, INC.

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company assures the insured that the land conveyed to LA QUINTA INNS, INC., a Texas corporation, by that certain deed from DAVID E. SALISBURY, STEPHEN D. SWINDLE and JERRY L. BROWN, Trustees of the VAN COTT, BAGLEY, CORNWALL & McCARTHY PROFIT-SHARING TRUST, recorded May 11, 1998, as Entry No. 6959256, in Book 7973, at Page 2779, Salt Lake County Recorder's Office, is the same land described in Schedule A.

The Company hereby insures the insured against loss which the insured shall sustain in the event the assurance herein shall prove to be incorrect.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FA Form -- SPECIAL (identify vesting deed)
Lender



First American Title Insurance Company

BY

A handwritten signature in cursive script, likely belonging to the President of the company.

PRESIDENT

BY

A handwritten signature in cursive script, likely belonging to the Assistant Secretary of the company.

ASSISTANT SECRETARY

ENDORSEMENT

Attached to Policy No. 73912-13*O103428
Order No. D196019/LA QUINTA INNS, INC.

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

Said policy is hereby amended by deleting paragraph 14 of the Conditions and Stipulations.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

F.A.-UT Form 7 (10-06-95)
Arbitration Deletion
Owner - Lender



First American Title Insurance Company

BY

A handwritten signature in cursive script, appearing to read "J. J. Kennedy".

PRESIDENT

BY

A handwritten signature in cursive script, appearing to read "Donna Rees".

ASSISTANT SECRETARY

ENDORSEMENT

Attached to Policy No. 73912-13*O103428
Order No. D196019/LA QUINTA INNS, INC.

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

The Policy is hereby amended by deleting Paragraph No. 4 from the Exclusions From Coverage.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

F.A. Form 45 (4/90)
(deletion of creditor's rights exclusion)



First American Title Insurance Company

BY

A handwritten signature in cursive script, likely belonging to the President of the company.

PRESIDENT

BY

A handwritten signature in cursive script, likely belonging to the Assistant Secretary of the company.

ASSISTANT SECRETARY

ENDORSEMENT

Attached to Policy No. 73912-13*O103428
Order No. D196019/LA QUINTA INNS, INC.

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company assures the insured that the land described in Schedule A, is contiguous to the following described parcel of land:

The East five (5) rods of the North ten (10) rods of Lot 7, Block 66, Plat A, Salt Lake City Survey, and the North 10 1/2 rods of the Lot 8, Block 66, Plat A, Salt Lake City Survey.

The Company hereby insures the insured against loss which the insured shall sustain in the event that the assurance herein shall prove to be incorrect.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

CLTA FORM 116.4 (Rev. 9-10-93)
ALTA or CLTA - Owner or Lender



First American Title Insurance Company

BY

A handwritten signature in cursive script, likely belonging to the President of the company.

PRESIDENT

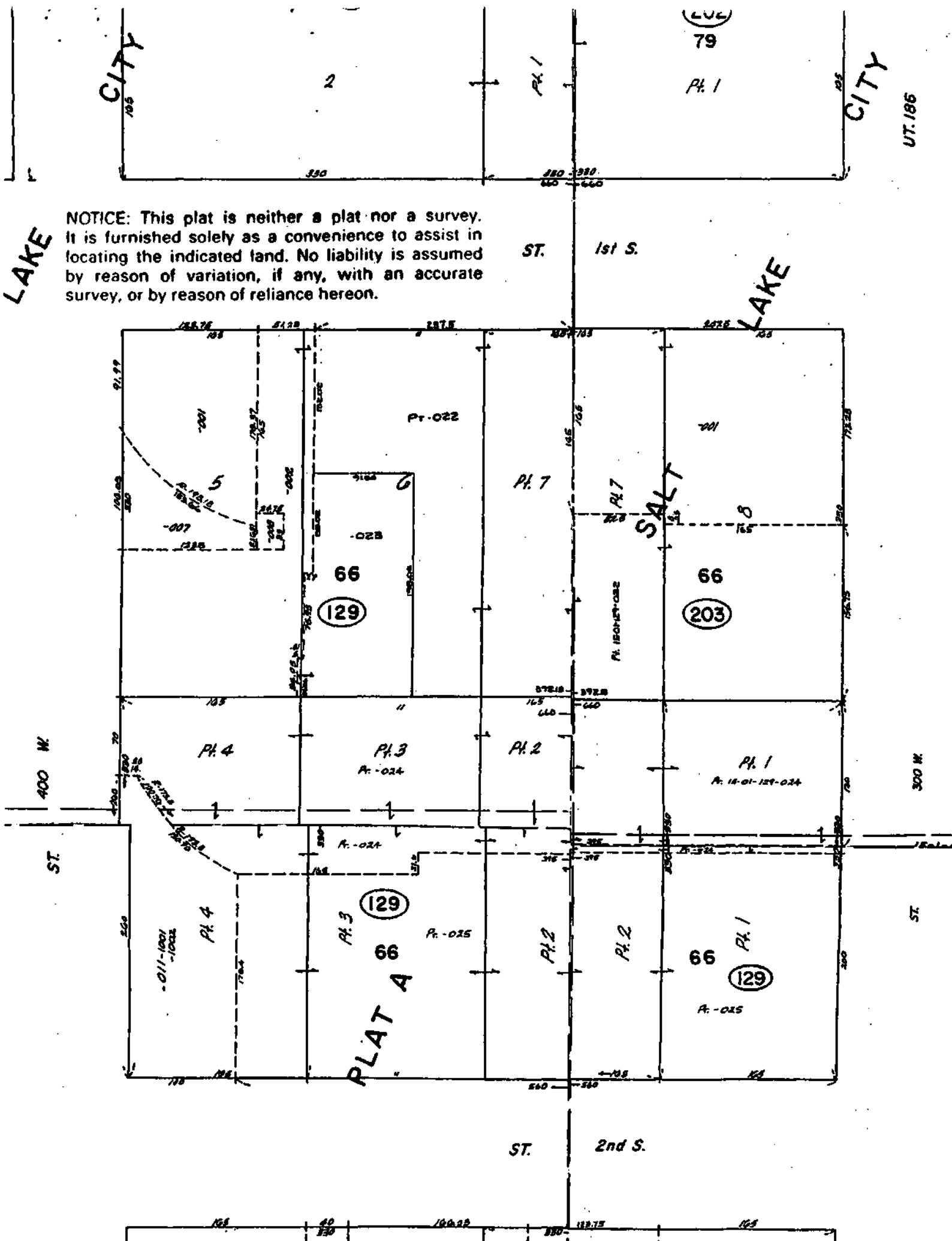
BY

A handwritten signature in cursive script, likely belonging to the Assistant Secretary of the company.

ASSISTANT SECRETARY

LAKE

NOTICE: This plat is neither a plat nor a survey. It is furnished solely as a convenience to assist in locating the indicated land. No liability is assumed by reason of variation, if any, with an accurate survey, or by reason of reliance hereon.



UT. 186

made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the Amount of Insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule (A)(C) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the Amount of Insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable

had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

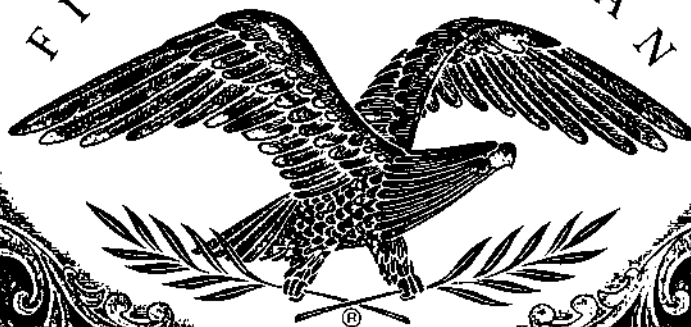
16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 114 East Fifth Street, Santa Ana, California 92701, or to the office which issued this policy.

FIRST AMERICAN



First American Title Insurance Company

POLICY OF TITLE INSURANCE



11

Exhibit

**GROUNDWATER CHARACTERIZATION
FRANK EDWARDS COMPANY
AND ADJOINING PARKING FACILITY
100 SOUTH STREET 300 WEST STREET
SALT LAKE CITY, UTAH**



**Western
Technologies
Inc.**

The Quality People
Since 1955

LAS VEGAS - NEVADA
3611 West Tompkins Avenue
Las Vegas, Nevada 89103-5618
(702) 798-8050 • fax 798-7664

Prepared for: La Quinta Inns, Inc.
112 East Pecan Street
San Antonio, Texas 78299-2636

Project No.: 4187JL228

Date: October 7, 1997

OFFICES	ARIZONA		NEVADA		NEW MEXICO	
	BULLHEAD CITY	520-758-8378	PHOENIX	602-437-3737	LAS VEGAS	702-798-8050
	FLAGSTAFF	520-774-8708	SIERRA VISTA	520-458-0364	ALBUQUERQUE	505-823-4488
	LAKESIDE	520-368-5568	TUCSON	520-748-2262	FARMINGTON	505-327-4966



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Technologies
Inc.**

The Quality People
Since 1955

3611 West Tompkins Avenue
Las Vegas, Nevada 89103-5618
(702) 798-8050 • fax 798-7664

October 7, 1997

La Quinta Inns, Inc.
112 East Pecan Street
San Antonio, Texas 78299-2636

Attn: Ms. Betty Parr

Project No. 4187JL228

Ref: Groundwater Characterization
Frank Edwards Company and Adjoining Parking Facility
100 South Street 300 West Street
Salt Lake City, Utah

Dear Ms. Parr:

Western Technologies Inc. (WT) is pleased to present this report documenting the results of a Groundwater Characterization at the above referenced site (Figure 1). The Groundwater Characterization was conducted to evaluate the potential impact of tetrachloroethylene (PCE) to the subject site from possible upgradient off-site sources.

1.0 SITE DESCRIPTION AND BACKGROUND

WT recently conducted a Phase I Environmental Site Assessment (ESA) on the above referenced property and identified several potential environmental conditions. According to information obtained during the Phase I ESA, the site was previously the location for a lumber storage and retail facility and a freight trucking operation. The site is currently used as an automotive parts distributor and an asphalt-covered parking facility. Leaking underground storage tanks (LUST) were previously located on adjacent properties to the north and east of the subject property. In addition, several suspected upgradient sources of petroleum hydrocarbon releases were identified during the Phase I ESA.

WT recently conducted a Limited Phase II Environmental Site Characterization at the site in order to assess the potential impacts to the site from petroleum hydrocarbon off-site sources identified during the Phase I ESA. WT collected soil and groundwater samples utilizing direct-push technologies (Figure 2). Soil samples were submitted for laboratory analysis of total petroleum hydrocarbons (TPH). Groundwater samples were submitted for analysis of volatile organic compounds (VOCs). TPH was not detected above

the laboratory reporting limit in any of the soil samples collected at the site. PCE was detected in four of the groundwater samples ranging in concentration from 7 to 33 micrograms per liter ($\mu\text{g/L}$). The distribution and concentration of PCE in the groundwater indicated an off-site source and a northwesterly groundwater flow direction.

WT recommended reporting the results of the Limited Phase II Environmental Site Characterization to the Utah Department of Environmental Quality (UDEQ). The UDEQ requested confirmation of the apparent groundwater gradient at the site and the collection of soil and groundwater samples to provide analytical results regarding the site as a source of the PCE detected in the groundwater samples of the Limited Phase II investigation.

2.0 GROUNDWATER INVESTIGATION

The scope of work was designed based on information obtained during the Limited Phase II investigation and comments by the UDEQ in a meeting between La Quinta and the agency. The scope of work included review of regulatory files, the installation of five soil borings, collection of soil samples for chemical analysis, conversion of the soil borings to groundwater monitoring wells, collection of groundwater samples for chemical analysis, and a report of findings. The following sections describe procedures used during the performance of the scope of work.

2.1 UDEQ FILE REVIEW: WT reviewed files on facilities identified in the Phase I ESA as potential sources for groundwater gradient information in order to support the suspected northwest groundwater gradient apparent at the site. The files of five facilities which are located within a 0.25-mile radius of the site were reviewed. A Texaco station (Facility ID 4000210) located at 279 South Temple and upgradient of the site indicated petroleum hydrocarbon impacted soil. No groundwater data was available for this site and closure was granted based on the soil information at the site. A Greyhound Bus Facility (Facility ID 4000355) file was reviewed for groundwater information. During a petroleum release investigation, three soil borings were advanced to a depth of 25 feet bgs and did not encounter groundwater. The incident appeared to be within the soil only and the case has been closed by the UDEQ. Leaking USTs were located at the Salt Palace (Facility ID 4000892) approximately 2 blocks east of the site. A groundwater well was installed to monitor groundwater for petroleum hydrocarbons. Depth to water was measured at 44.42 feet bgs. However, insufficient data is available to determine a groundwater flow direction or hydraulic gradient. The case has also been closed by the UDEQ.

Salt Lake City Corporation operated a maintenance yard approximately two blocks south (approximately 0.29 miles) of the subject property (350 South 200 West, Facility ID 4001813). The site contained USTs which were shown to be leaking. Several groundwater monitoring wells were installed at the site to monitor petroleum hydrocarbons in the groundwater. No petroleum hydrocarbons were detected in the groundwater. However, groundwater potentiometric surface contour maps were generated using the water level data collected at the site and indicated a northerly and northwest flow direction (Appendix A). The wells were resurveyed to verify the groundwater flow direction. The northerly flow direction was indicated during two measurement events approximately 6 months apart (Attachment A).

A vacant property (asphalt-covered parking lot) east of the subject property (southeast corner of 100 South 300 West) previously consisted of a UST (Appendix A). Groundwater monitoring wells were installed at the site to determine the possible impacts to groundwater from the UST. Groundwater analytical results indicate petroleum hydrocarbons from the USTs had not impacted groundwater. A groundwater contour map indicates a groundwater flow direction to the west. The wells were sampled in March 1997, however, well MW-1 was inaccessible during this sampling event due to well damage. Well MW-2 was abandoned during the removal of petroleum hydrocarbon impacted soil from the site. A closure letter is being prepared for this site by UDEQ.

A dry cleaning (Almos Cleaners, EPA ID UTD981541097) operation listed at 218 West 300 South Street is also located approximately 0.18 miles from the subject property. Given a northerly groundwater flow direction, this facility would be upgradient of the subject property.

2.2 SOIL BORINGS: WT advanced five soil borings at selected locations across the subject property (Figure 3) to evaluate the direction of groundwater flow and the potential source of the PCE identified in groundwater during the previous investigation. WT obtained verbal approval of the selected monitoring well locations from Mr. John Parry of UDEQ on September 4, 1997. The soil borings were advanced to a depth of approximately 30 feet below the ground surface (bgs) based on a depth to groundwater of 20 feet bgs. The soil borings were advanced using hollow-stem auger drilling equipment with soil samples being collected at 5-foot intervals. Soil samples for geologic interpretations were obtained from auger return materials or drill cuttings and by advancing a split-spoon sampler beyond the tip of the auger. Soil was logged by a WT geologist according to the Unified Soil Classification System and standard geological techniques. Detailed lithologic descriptions are included in the boring logs in Appendix B. Soil samples collected for chemical analysis were sampled with a split-spoon sampler equipped with clean brass liners. Upon retrieval, the liners were sealed with Teflon® tape and polyethylene end caps, labeled, and placed

on ice for delivery to an UDEQ certified analytical laboratory. Soil samples submitted for analysis were accompanied with the appropriate chain-of-custody documentation.

Soil samples were subjected to field head-space analysis using a hand-held photoionization detector (PID). The soil was placed in a plastic bag, sealed, and placed in a warm atmosphere. After approximately 15 minutes, which is generally sufficient time for volatile compounds to volatilize from the soil, the PID probe was inserted into the plastic bag. The total volatile compounds present were detected by the PID and reported in parts per million (ppm). The PID was calibrated to an isobutylene standard. Soil samples collected from the 10-foot sampling interval were submitted to the laboratory for chemical analysis. Selected soil samples were analyzed for VOCs using the U.S. Environmental Protection Agency (EPA) method 8240/8260 on a standard turnaround (5-day).

The soil sampling equipment was rinsed with water, cleaned with a detergent water solution, and rinsed with clean water to prevent the potential for cross-contamination between samples. Clean liners were used for each sampling interval. Augers and samplers were steam cleaned between each boring to reduce the possibility of cross contamination between boreholes.

Drill cuttings from the borings were containerized in 55-gallon drums and stored on-site pending receipt of analytical results.

2.2.1 Field Head-Space Results: The field head-space results indicated relatively low readings of volatile compounds ranging from 0.0 to 13.6 ppm. Volatile compounds were not detected in any of the soil samples collected from boring MW-2. Relatively low (<2 ppm) readings were detected in the 5- and 15-foot sample intervals in boring MW-1. Boring MW-3 indicated PID readings increasing with depth from 5.5 ppm at the 5-foot sample to 11.6 ppm at the 20-foot sample. PID readings obtained from soil in boring MW-4 indicated readings ranging from 9.6 to 13.6 ppm. PID readings were recorded in boring MW-5 decreasing with depth from 10.4 ppm (5-foot sample) to 1.7 ppm (15-foot sample). A field head-space reading of 11.1 ppm was detected in the 20-foot sample from boring MW-5. No significant pattern or concentration was detected using the field head-space analysis. PID readings are included on the boring logs in Appendix B.

2.2.2 Subsurface Conditions: Fill material was found underlying the asphalt to a depth ranging from 2 feet bgs in MW-1 to 8 feet bgs in MW-3. Beneath the asphalt and fill, the site is underlain by clay, silt, and sand. A sand lens (clayey sand, silty sand, and sand) was encountered underlying the fill material in

borings MW-1, MW-2, MW-4, and MW-5. The sand was interfingered with clays and silts near the southeast corner of the site. The clays and silts generally pinched out toward the central and southwestern portion of the site. Clays and silts were found underlying the fill material in the northeast portion of the site and extended to approximately 19 feet bgs in boring MW-3. Underlying the clays and silts in boring MW-3 was a silty sand. A sandy silt was encountered underlying the sand in each of the borings and extended to the total depths of exploration. A detailed description of the lithology is included in Attachment B.

2.3 MONITORING WELL INSTALLATION: The soil borings were converted to groundwater monitoring wells and used to assess the groundwater conditions at the site. Each well was constructed using 2-inch diameter, flush-threaded, schedule 40 polyvinyl chloride (PVC) casing and well screen. The well screen is machine slotted with 0.010-inch slots and extends from approximately 19 to 29 feet bgs. The annular space adjacent to the well screen of each well was backfilled with clean, graded sand from the total depth to approximately 2 feet above the top of screen. A bentonite seal, approximately one-foot thick, was placed above the sand to seal the groundwater zone from possible surface contaminants. No glue, solvents, or chemical cements were used to join the well casing sections. The remaining annulus above the bentonite seal was backfilled with cement grout. The wells are protected using a traffic-rated vaults installed above the casing and set in concrete slightly above the surrounding ground surface. Reference elevations were surveyed for each well to the nearest 0.010-foot. Well construction details are included in Appendix B.

2.4 GROUNDWATER DEVELOPMENT/SAMPLING: The groundwater monitoring wells were developed by surging, pumping, and bailing on September 17, 1997. Prior to beginning development activities, water levels were collected in each of the groundwater monitoring wells (Table 1). The wells were developed for approximately one hour, until the discharged water was silt- and sand-free, or until the well was dry. Development removed sediments from the well and stabilized the flow characteristics of the well.

Table 1
GROUNDWATER ELEVATIONS

Well Designation and Reference Elevation	Date	Depth to Water (Feet)	Groundwater Elevation (Feet)
MW-1 (4259.65)	09/17/97 ¹	22.32	4238.37
	09/19/97	20.09	4239.56
MW-2 (4258.77)	09/17/97	23.12	4237.53
	09/19/97	21.54	4237.23
MW-3 (4264.85)	09/17/97	27.62	4238.37
	09/19/97	26.38	4238.47
MW-4 (4260.11)	09/17/97	24.11	4237.54
	09/19/97	22.65	4237.46
MW-5 (4262.79)	09/17/97	25.22	4238.91
	09/19/97	23.98	4238.81

¹ - Water levels in each groundwater monitoring well collected on 09/17/97 were obtained prior to cutting the casing for subsurface completion. The elevations have been corrected to reflect the measured difference.

Following development and a 36-hour equilibration period requested by the UDEQ to allow the water in the wells to achieve static conditions, water levels (Table 1) and total well depth measurements were collected prior to initializing sampling activities on September 19, 1997. Each well was purged a minimum of three saturated well casing volumes using a clean disposable bailer. Groundwater samples were collected from the wells using pre-cleaned disposable bailers. The groundwater samples were transferred into appropriate clean containers supplied by the laboratory. Samples were labeled, preserved on ice, and transported to an UDEQ certified analytical laboratory accompanied with the appropriate chain-of-custody documentation. The groundwater samples were analyzed for VOCs using EPA method 624 on a 72-hour turnaround.

Groundwater collected during development and sampling activities were retained on-site in 55-gallon drums pending receipt of analytical results.

2.4.1 Groundwater Conditions: Utilizing the groundwater elevation data, WT generated a groundwater potentiometric surface contour map (Figure 3) for the site. The groundwater potentiometric surface contour map indicates the groundwater flow direction beneath the site is convergent toward the northwest corner of the site. Groundwater exhibits a hydraulic gradient of 0.007 feet/foot in the northeast portion of the site and 0.013 feet/foot in the southwestern portion of the site. Groundwater levels measured in Table 1 indicate the water was near static conditions prior to sampling. The hydraulic flow direction confirms WT's Limited Phase II Site Characterization Report (August 8, 1997) conclusion of a northwesterly flow direction. Based on development data, groundwater monitoring wells MW-2 and MW-4 exhibit higher hydraulic conductivities than the remaining wells. These wells were able to maintain pumping rates during development, whereas wells MW-1, MW-3, and MW-5 were bailed dry after approximately 3 casing volumes.

3.0 ANALYTICAL RESULTS

The soil and groundwater samples collected from the soil borings and groundwater monitoring wells at the site were submitted to an UDEQ certified laboratory for analysis of VOCs using EPA method 8240/8260. Soil and groundwater samples were accompanied under chain-of-custody protocols. Laboratory analytical reports are included in Appendix C.

3.1 SOIL RESULTS: The soil analytical results indicate that only xylenes were detected in boring MW-5. The remaining VOCs were not detected at or above the laboratory detection limit in any of the soil samples submitted for analysis from the on-site borings. Xylenes were detected in the 10-foot soil sample interval of boring MW-5 at a concentration of 14 micrograms per kilogram.

3.2 GROUNDWATER RESULTS: The groundwater analytical results indicate that PCE was detected in two of the groundwater monitoring wells. VOCs were not detected at or above the laboratory reporting limit in wells MW-1, MW-2, and MW-3. PCE was detected at concentrations of 20 and 130 $\mu\text{g/L}$ in wells MW-4 and MW-5, respectively. The concentration of PCE detected in groundwater exceeds the EPA maximum contaminate level of 5 $\mu\text{g/L}$ in groundwater. The remaining VOCs were not detected at or above the laboratory reporting limit in wells MW-4 and MW-5. The groundwater analytical results confirm the results of the Limited Phase II Site Characterization (Figure 2 and 4) performed by WT (August 8, 1997).

4.0 FINDINGS AND RECOMMENDATIONS

WT advanced five soil borings and installed five groundwater monitoring wells at the site to confirm the groundwater flow direction requested by the UDEQ and indicated by the PCE concentrations in the Limited Phase II Site Characterization Report. Soil analytical results indicate the PCE does not appear to have an on-site source. Groundwater analytical results indicate an off-site source confirming the analytical results obtained during the Phase II Site Characterization. Groundwater conditions at the site exhibits a convergent flow pattern toward the northwest corner of the site. In addition, WT was able to locate facilities in the area which supported the northwesterly flow direction in the vicinity of the site. The information collected during this investigation confirms an off-site source for the PCE impacted groundwater.

WT recommends forwarding the results to the UDEQ. No further action is warranted at this time by La Quinta as the source of the PCE detected in the groundwater at the site is from an off-site source. Third-party property owners are generally not held liable for impacts to their property from off-site sources.

5.0 LIMITATIONS

These professional services have been performed by WT using that degree of care and skill ordinarily exercised under similar circumstances by reputable environmental consultants practicing in this or similar localities. No other warranty, expressed or implied, is made. The professional services performed do not guarantee compliance with Federal, state, or local laws. This report is not a bidding document, and any contractor or consultant reviewing this report must draw his own conclusions regarding further investigation or remediation deemed necessary for the project.

The behavior of subsurface contaminants is a complex phenomenon involving geochemistry, hydrogeology, and the geotechnical sciences. WT's conclusions regarding the potential for subsurface contamination are based solely upon information cited in this report. The analyses and conclusions in this report are based upon data obtained from this assessment. The nature and extent of variations beyond this assessment may not become evident until further exploration. If variations then appear evident, it may be necessary to re-evaluate the conclusions of this report. The professional services provided and judgement rendered on this project meet current professional standards and do not carry any other guarantee.

WT accepts no responsibility or liability to any person or organization for any claim, for loss or damage (including attorney's fees) caused, or believed to be caused, directly or indirectly by: conditions not revealed by the laboratory analyses performed; failure to perform other chemical analyses or utilize different

La Quinta Inns, Inc.
Project No. 4187JL228

October 7, 1997

test methods or equipment; or failure to locate or install additional sample points, test pits, soil borings, or monitoring wells.

If you have any questions, please contact us at (702) 798-8050.

Sincerely,

WESTERN TECHNOLOGIES INC.



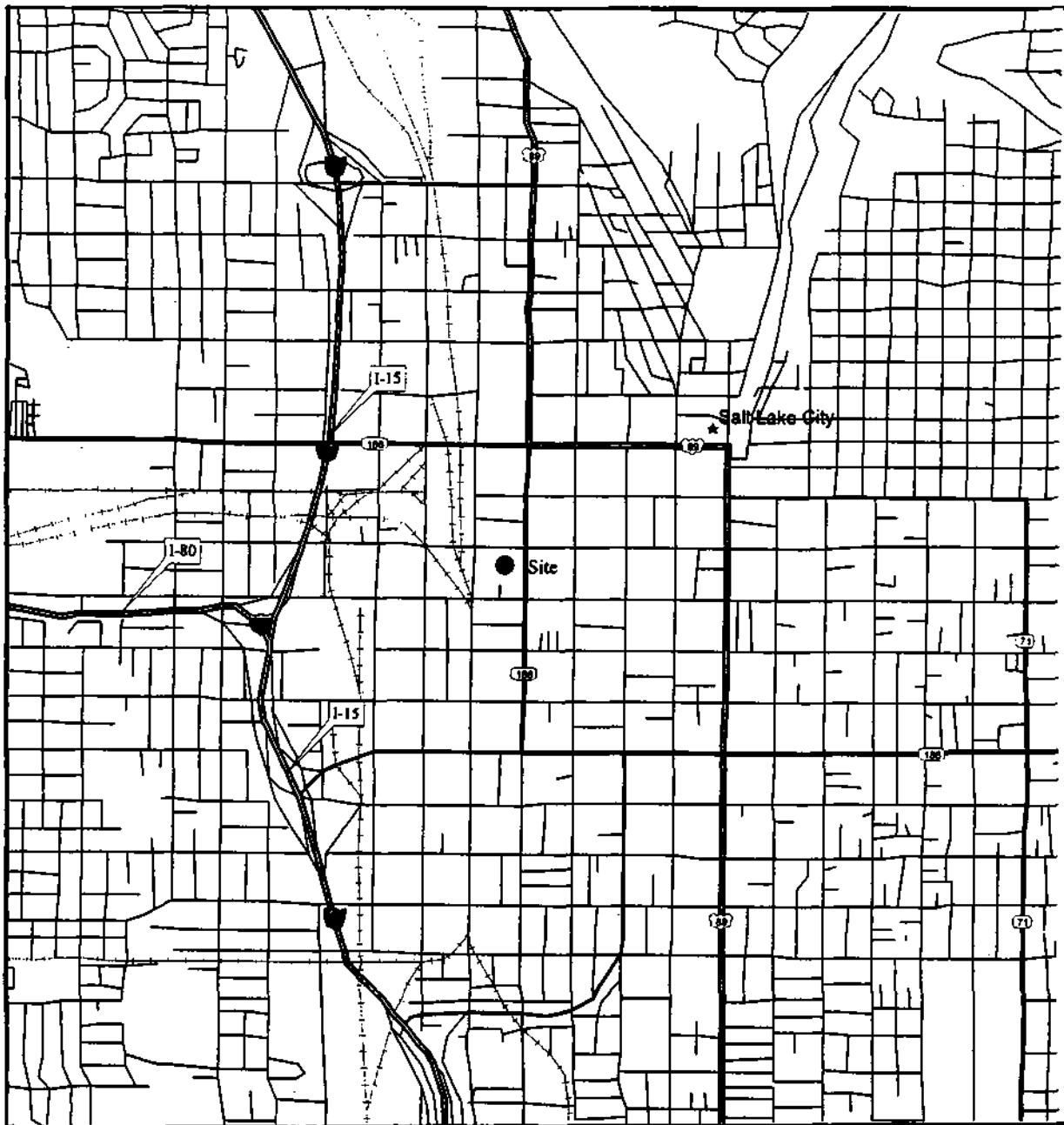
Rex S. Heppe
Senior Project Manager



Christopher L. White
Director of Environmental Services

Att: Figures
Attachment A - Off-Site Groundwater Gradients
Attachment B - Exploratory Boring Logs and Well Construction Details
Attachment C - Laboratory Analytical Reports

FIGURES

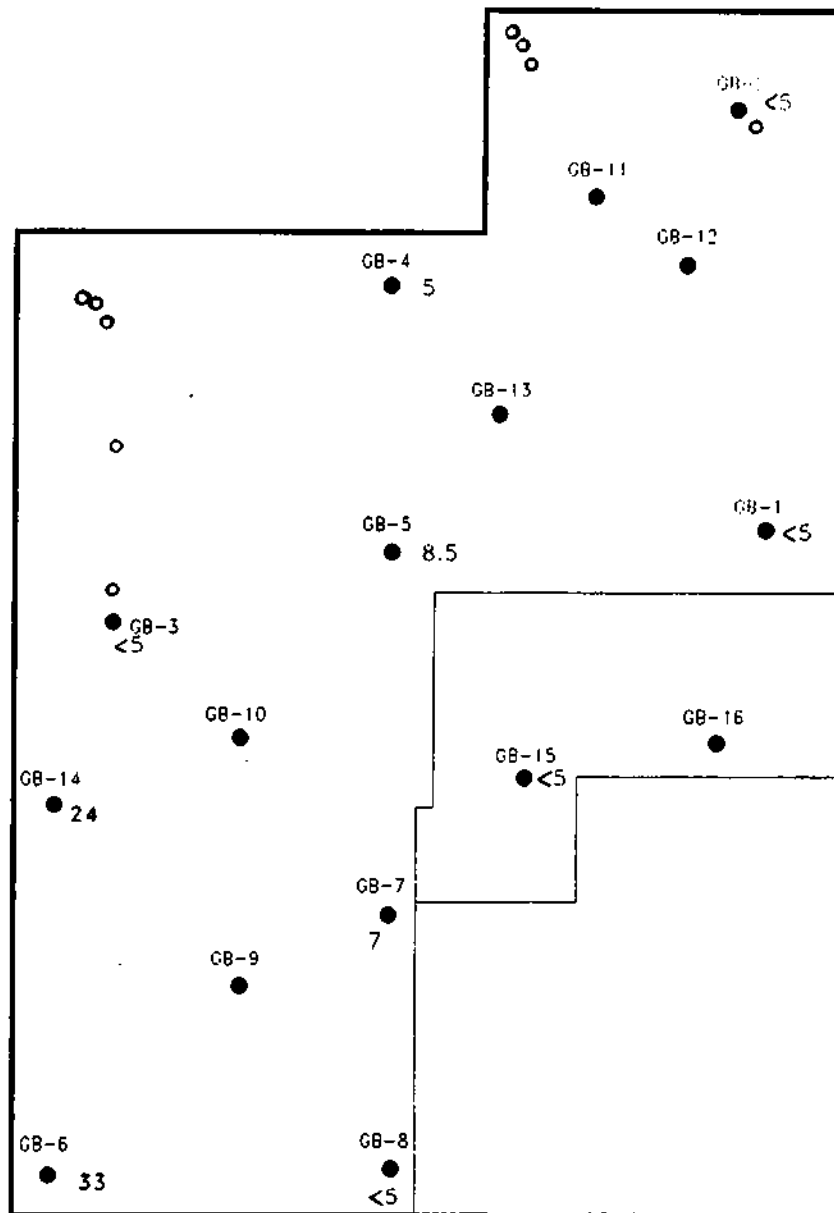


● - SITE



NOT TO SCALE

Project:	LA QUINTA INNS, INC.		
Diagram:	Vicinity Map		
Western Technologies Inc.			
Project No.	4187JL228	Figure	1



LEGEND:

● ATTEMPTED GEOPROBE LOCATION

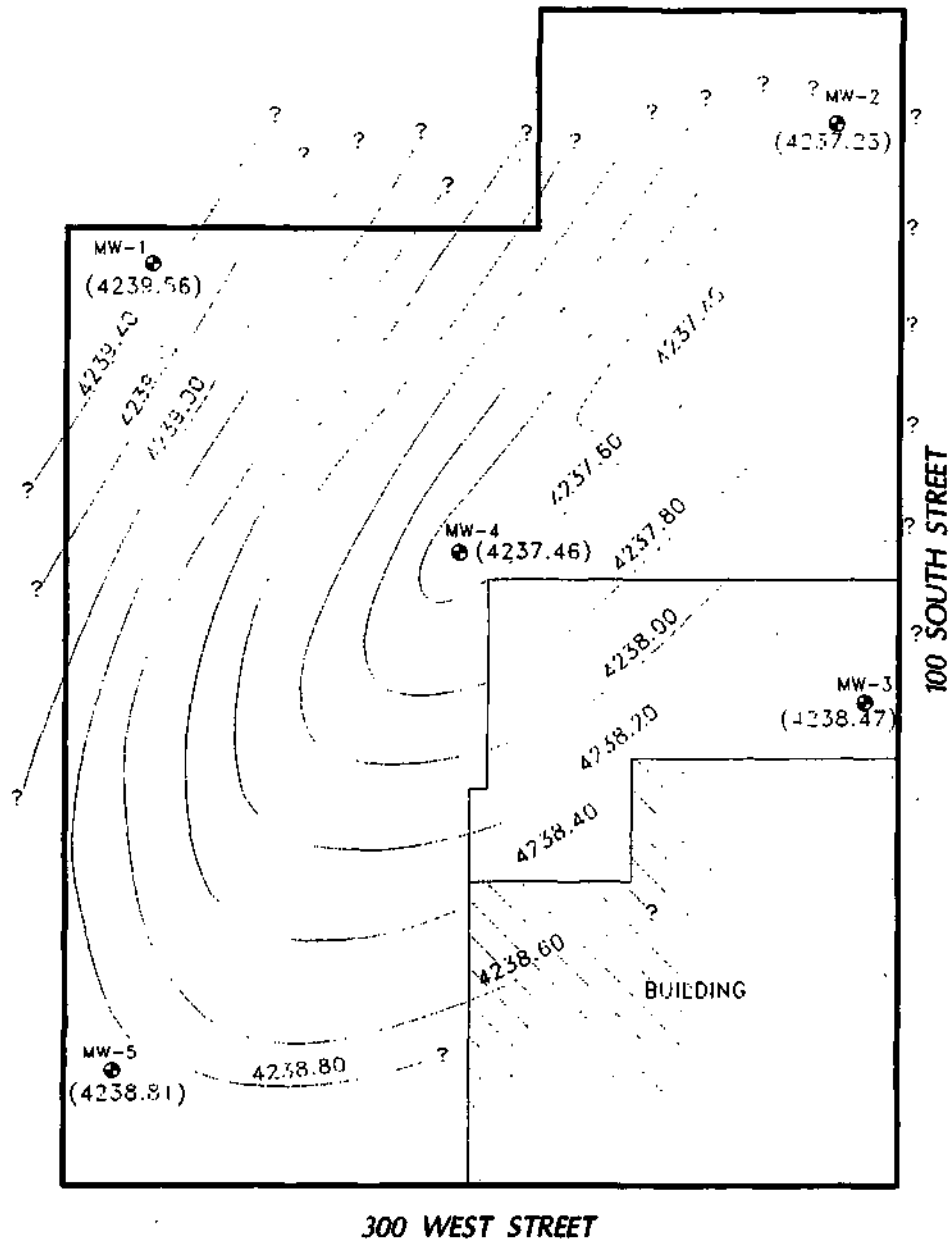
● GEOPROBE LOCATION
24 PCE CONCENTRATION IN
GROUNDWATER UG/L

NOTE: SOIL ANALYTICAL RESULTS FOR TPH
WERE <0.1 FOR EACH GEOPROBE LOCATION



0 SCALE 75

Project:	LA QUINTA INNS, INC.		
Diagram:	Boring Location Diagram		
Western Technologies Inc.			
Job No.	4187JL228	Figure	2



LEGEND:



GROUNDWATER MONITORING WELL LOCATION

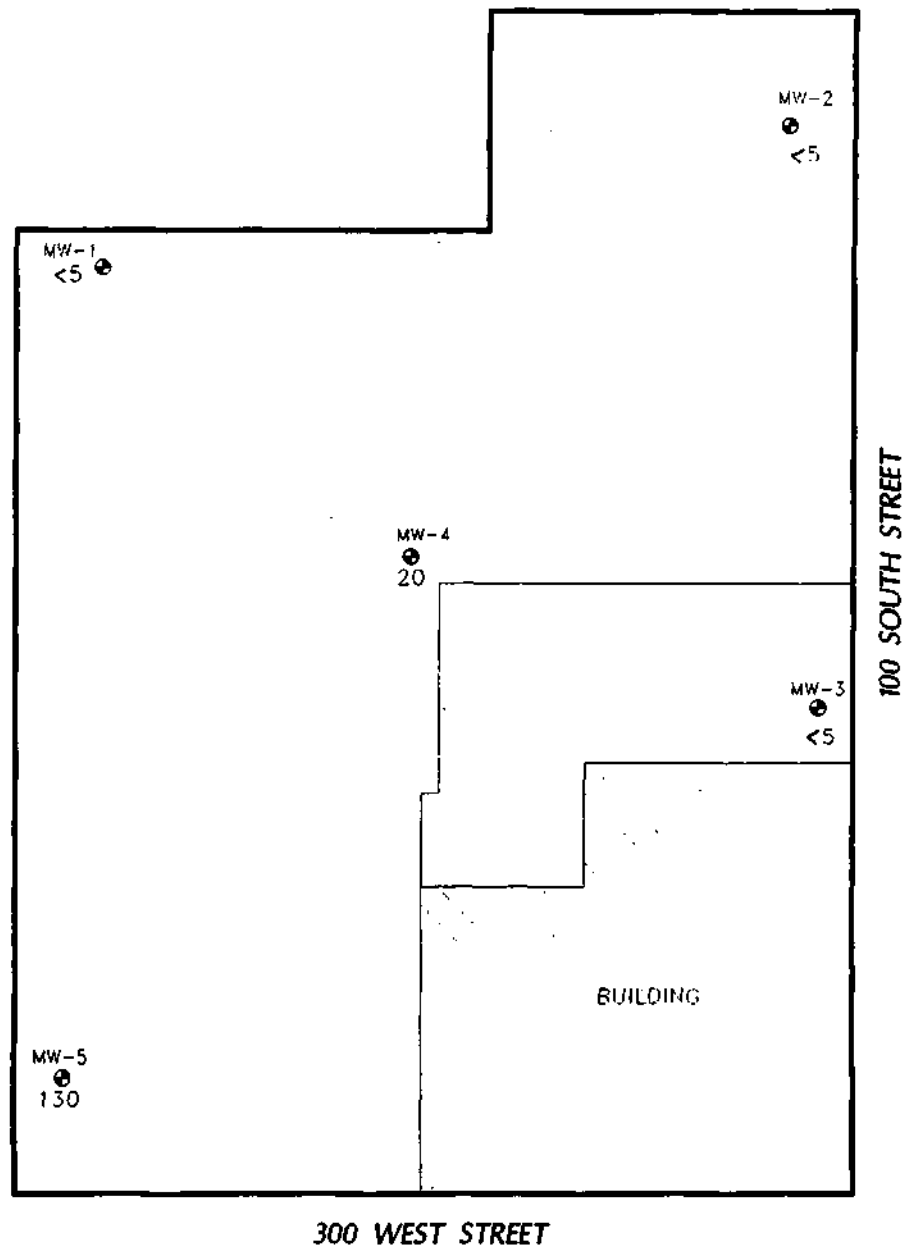
(4238.81) GROUNDWATER ELEVATION (MEASURED ON 9/19/87)

?-4238.00- GROUNDWATER CONTOUR- QUERIED WHERE UNKNOWN



0 SCALE 75 Feet.

Project:	LA QUINTA INNS, INC.	
Diagram:	Groundwater Monitoring Well Location Diagram	
Western Technologies Inc.		
Job No.	4187JL228	Figure 3



LEGEND:



GROUNDWATER MONITORING WELL LOCATION

130

PCE CONCENTRATION IN GROUNDWATER (UG/L)

NOTE: SOIL ANALYTICAL RESULTS FOR VOCs WERE NON-DETECT EXCEPT FOR XYLENES AT 14 MG/KG IN BORING MW-1



SCALE

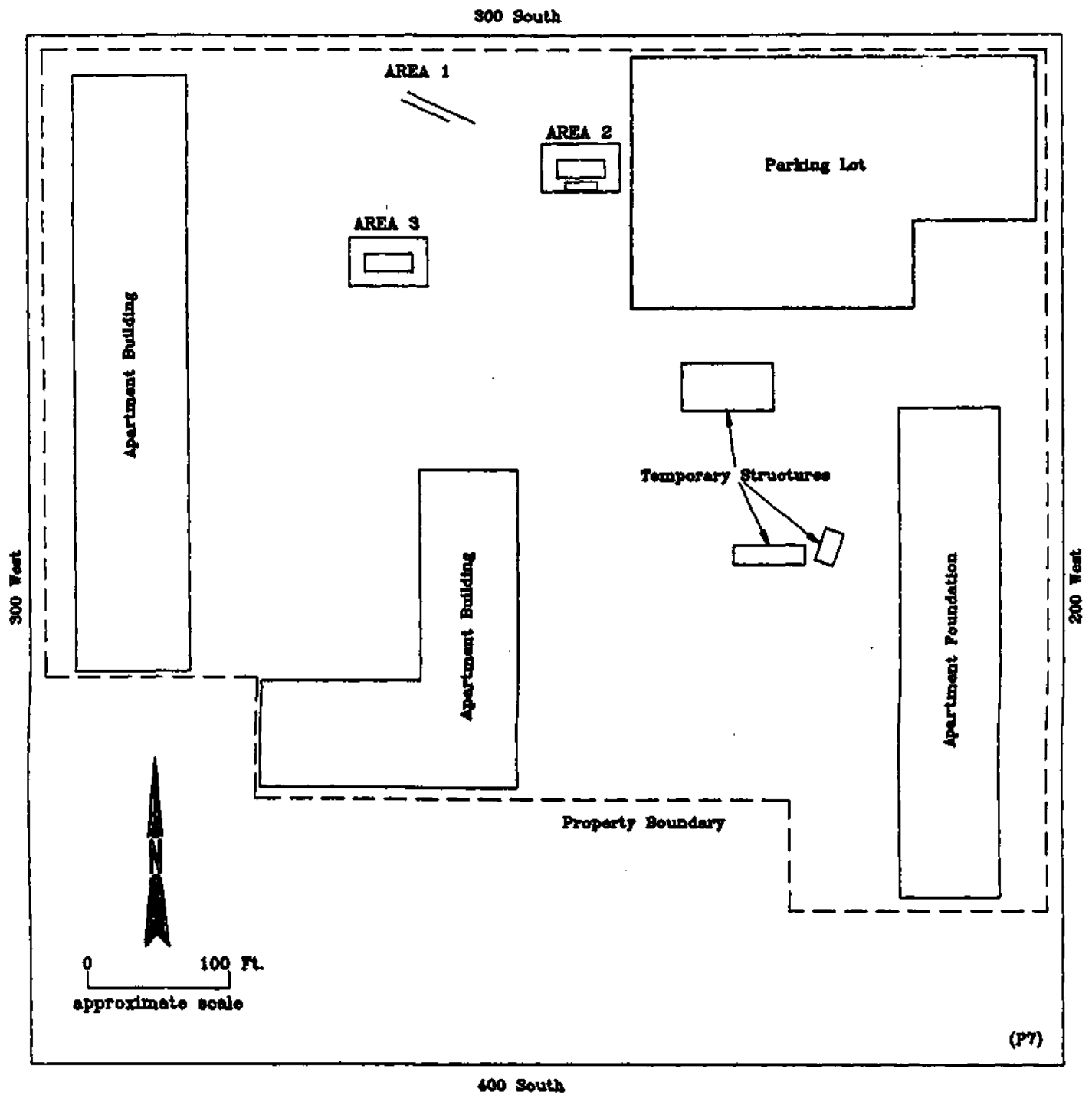
75 Feet.

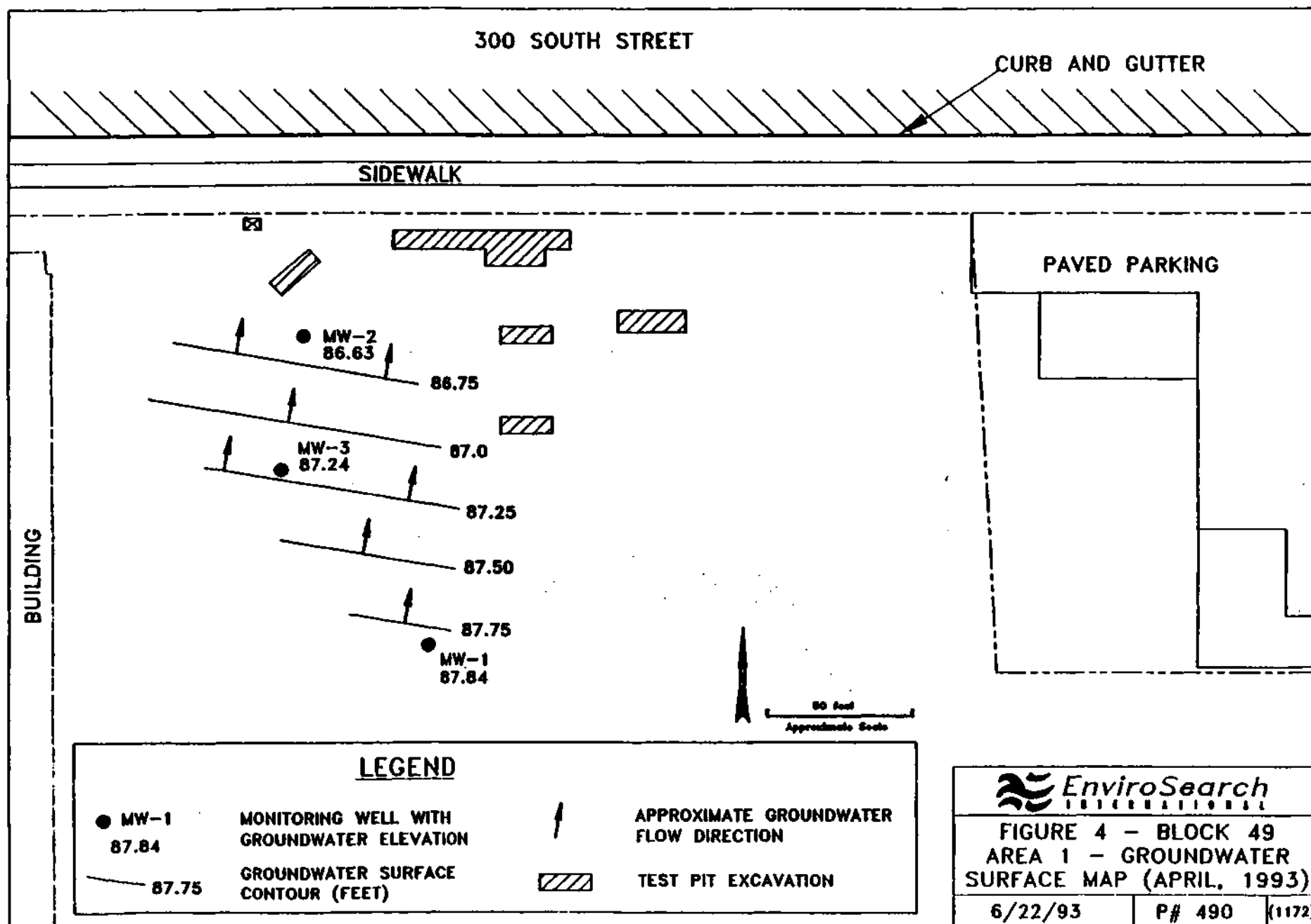
Project:	LA QUINTA INNS, INC.	
Diagram:	PCE Concentrations	
	Western Technologies Inc.	
Job No.	4187JL228	Figure 4

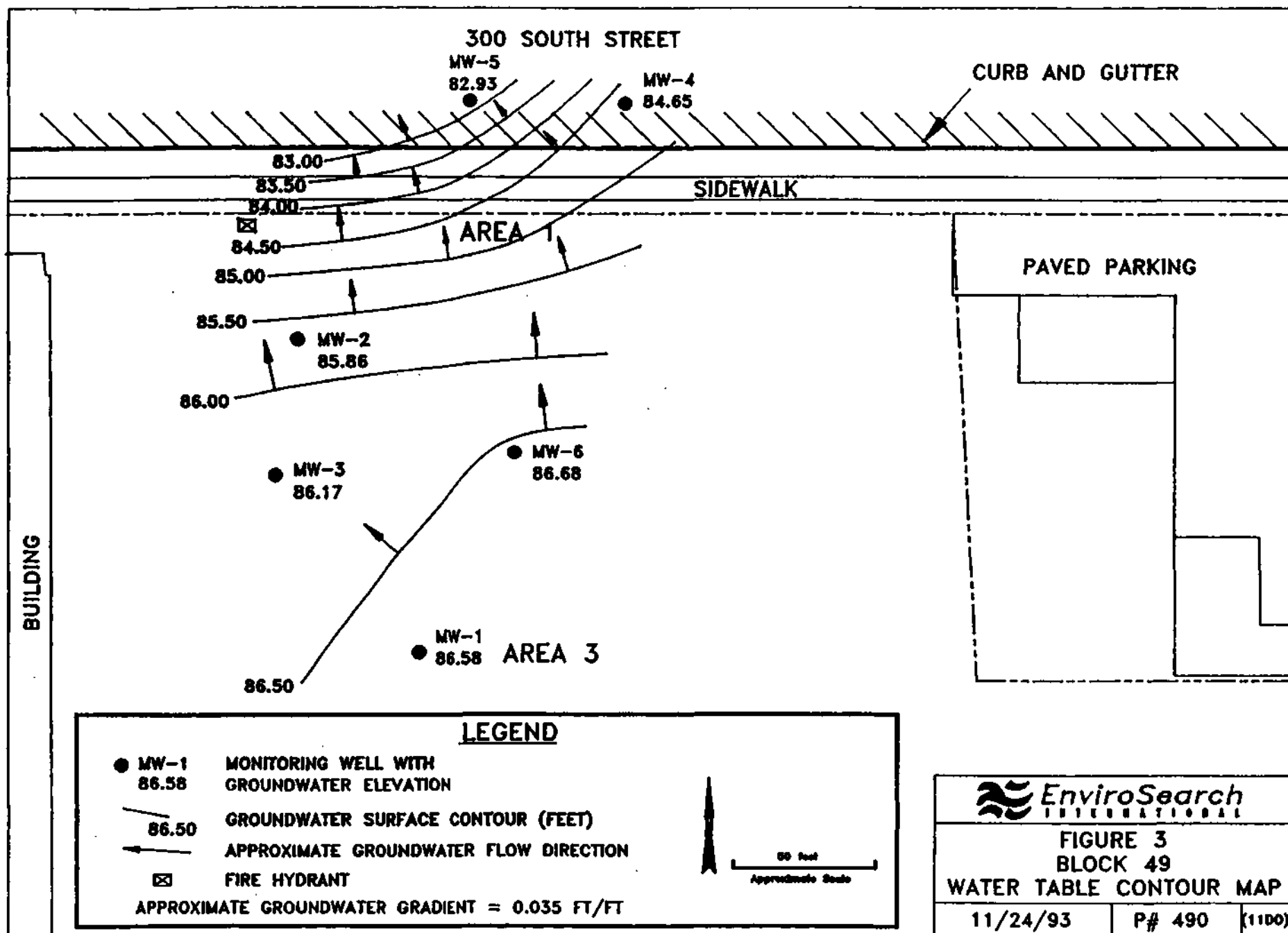
ATTACHMENT A

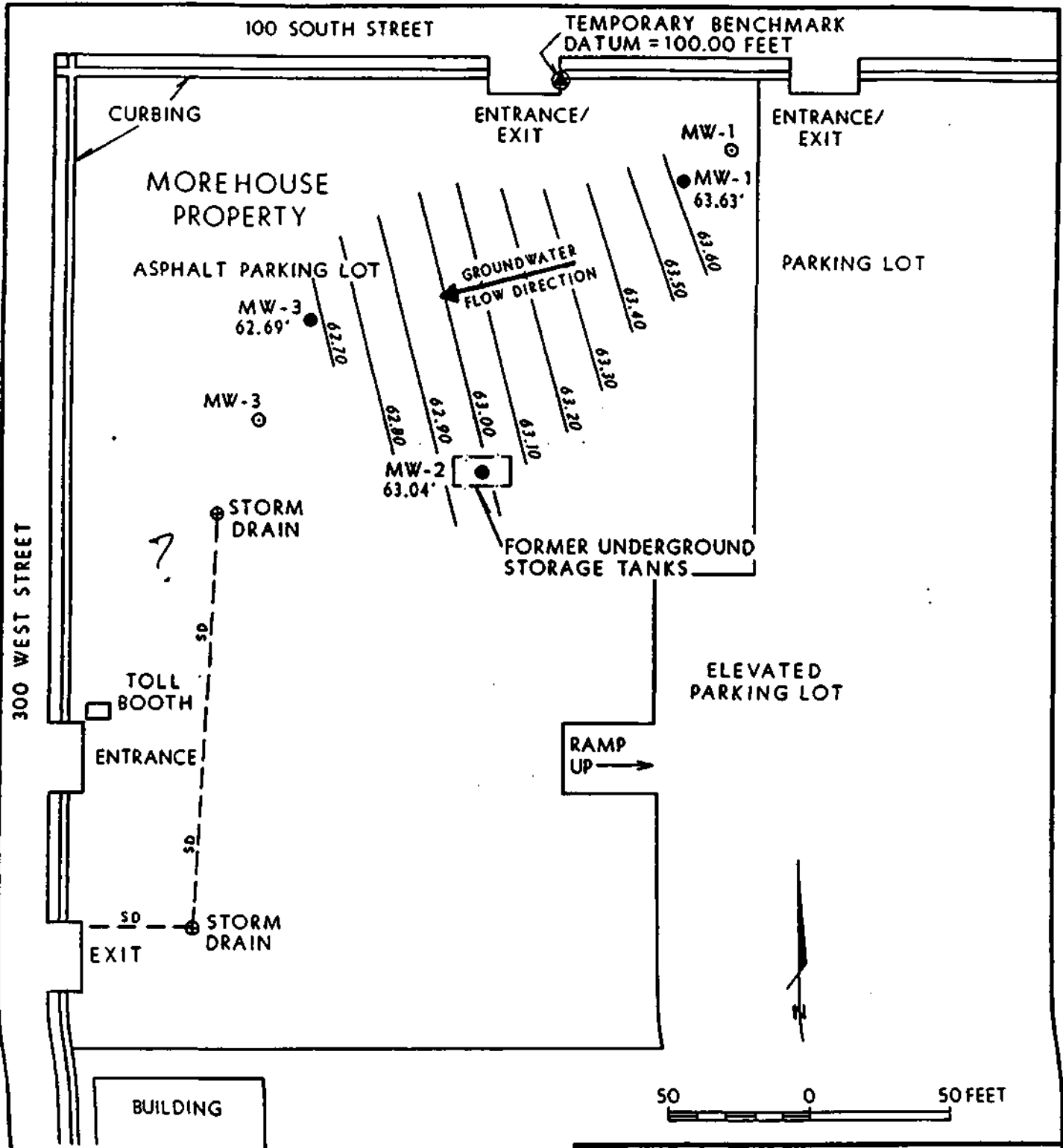
OFF-SITE GROUNDWATER GRADIENTS

Figure 1-2
Site Map Showing Impacted Areas
Block 49, Salt Lake City, Utah









EXPLANATION

- GROUNDWATER MONITORING WELLS AND GROUNDWATER ELEVATIONS MEASURED (6/9/94)

63.60' GROUNDWATER ELEVATION CONTOURS (FEET)

MOREHOUSE PROPERTY

100 SOUTH 300 WEST
SALT LAKE CITY, UTAH

FIGURE 2 SITE AND GROUNDWATER CONTOUR MAP



CONSULTANTS GROUP

DESIGNED BY: RAP








DRAWN BY: CLP

SCALE: 1"=50'


DATE: 6/30/94
REVISIONS:

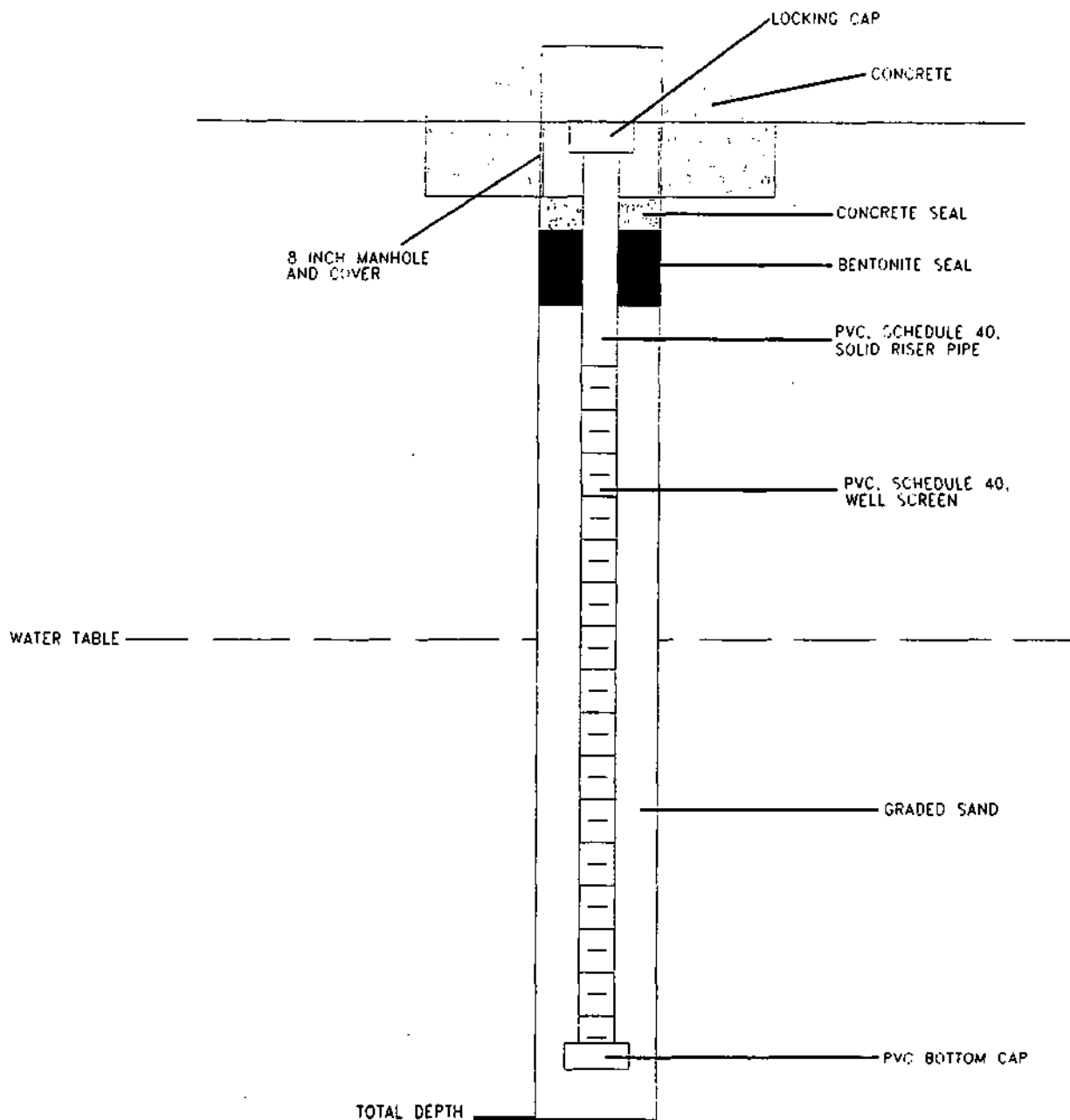
ATTACHMENT B

**EXPLORATORY BORING LOGS
AND WELL CONSTRUCTION DETAILS**

DATE DRILLED: 9-15-97		BORING NO. MW-1		ELEVATION: 4260						
LOCATION:		100 South Street 300 West Street, Salt Lake City, UT								
MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION	MOISTURE	CONSISTENCY
					1	AS FILL		ASPHALT. 0.2 feet thick.		
					2	SC		FILL, GRAVELLY SAND, strong brown (7.5YR, 5/8), trace to 5% low plasticity fines, clayey; fine to coarse grained sand, well graded, angular to subrounded, 10-20% fine to coarse gravel, angular to subrounded; dense; dry.		
		R			3					
					4	CL		CLAYEY SAND (SC), black (2.5Y, N2), 15-25% high plasticity fines, clayey; fine to coarse grained sand, well graded, angular to subangular, metamorphic fragments; dense; dry to moist.		
					5					
					6					
					7					
					8					
					9	SC		CLAY with SAND (CH), black (10YR, 2/1), high plasticity fines, slightly silty; 5-10% fine to medium grained sand, trace to 5% medium grained sand, subangular to subrounded, metamorphic fragments; medium dense; dry to moist. @ 5': PID = 0.6 ppm.		
		R			10					
					11					
					12					
					13					
					14					
SPT- STANDARD PENETRATION TEST R- RING SAMPLE C- CORE: %RECOVERY/%RQD B- BAG BN- BULL NOSE								NOTES: Boring drilled using 8-inch diameter hollow-stem auger drilling equipment. Soil samples collected using Moss spilt-spoon sampling equipment. See well construction details for well construction information. DRIVING WEIGHT (LBS)		
 WESTERN TECHNOLOGIES INC.								PROJECT: LA QUINTA INNS, INC. BORING LOG		PLATE 1
PROJECT NO. 4187JL228										

STA 1
THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

DATE DRILLED: 9-15-97		BORING NO. MW-1 (Cont'd)		ELEVATION: 4260						
LOCATION: 100 South Street 300 West Street, Salt Lake City, UT										
MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT.)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION	MOISTURE	CONSISTENCY
		R			16			CLAYEY SAND (SC), (continued). @ 15': PID = 1.5 ppm.		
					17					
					18					
					19	MH		SANDY SILT (MH), olive brown (2.5Y, 4/4), high plasticity fines, silty; 30-40% fine grained sand (very fine), subangular to subrounded, plagioclase and dark grains, poorly graded; firm; moist to wet.		
					20					
					21					
					22					
					23					
					24					
					25					
					26					
					27					
					28					
					29					
								BORING TERMINATED AT 30 FEET.		
SPT- STANDARD PENETRATION TEST R- RING SAMPLE C- CORE: %RECOVERY/%RQD B- BAG BN- BULL NOSE								NOTES: Boring drilled using 8-inch diameter hollow-stem auger drilling equipment. Soil samples collected using Moss spilt-spoon sampling equipment. See well construction details for well construction information. DRIVING WEIGHT (LBS)		
 WESTERN TECHNOLOGIES INC.								PROJECT: LA QUINTA INNS, INC. BORING LOG		PLATE 2
PROJECT NO. 4187JL228										




MONITORING WELL LOG

Well size	= 2 inch PVC Sch. 40	Depth to Groundwater	= 20.09 from top of casing
Total Depth	= 30 ft.	Sand (Depth)	= 17.5 to 30 ft. below grade
Screen Slot	= 0.010 inch	Bentonite (Depth)	= 15 to 17.5 ft.
Screened Interval	= 19.6 to 29.2 ft. below grade	Concrete (Depth)	= 0 to 15 ft.

Project:	LA QUINTA INNS, INC.		
Diagram:	Monitoring Well MW-1 Diagram		
	Western Technologies Inc.		
Job No.	4187JL228	Plate	3


THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

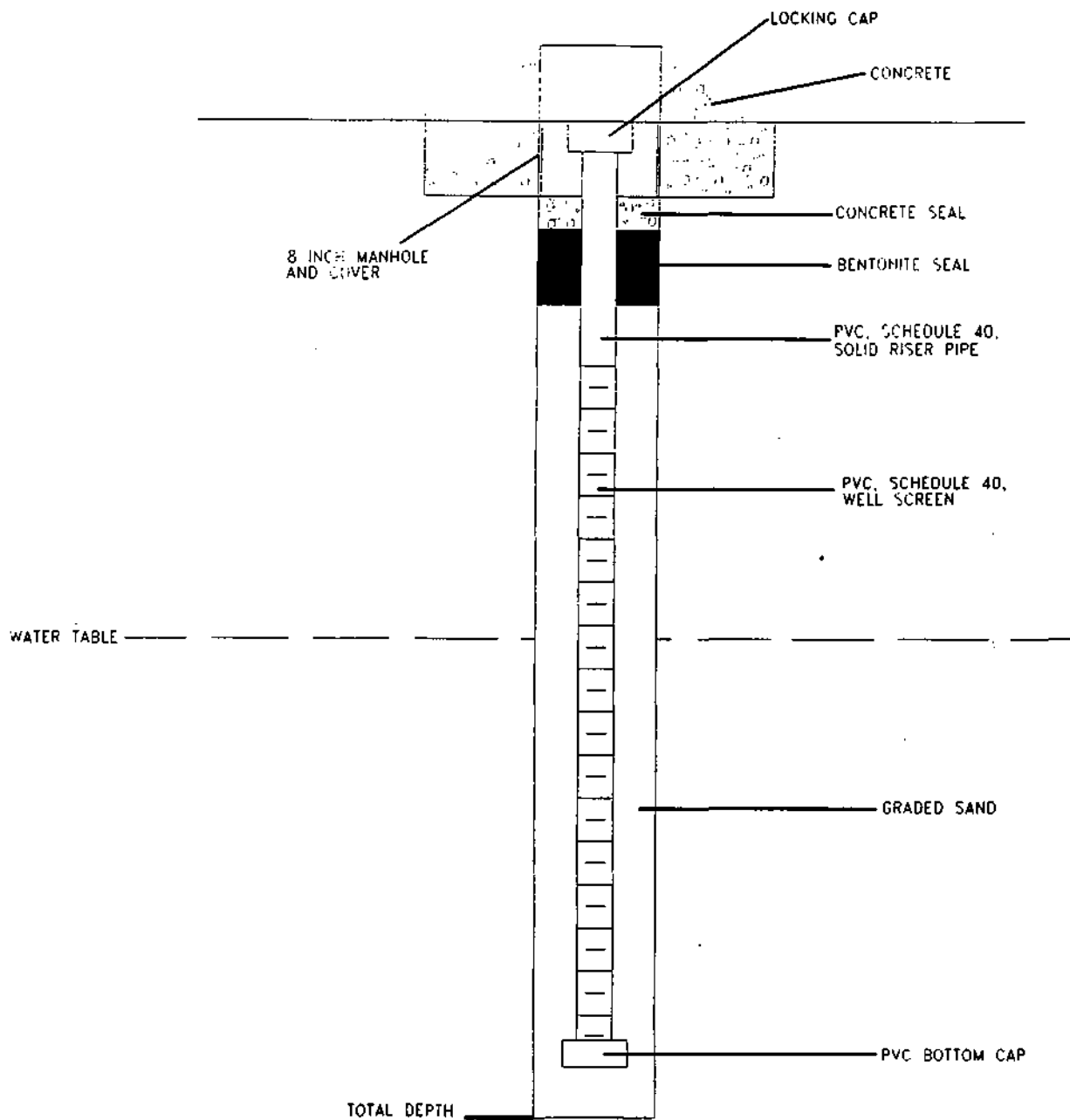
STA 1

DATE DRILLED: 9-15-97		BORING NO. MW-2		ELEVATION: 4259						
LOCATION: 100 South Street 300 West Street, Salt Lake City, UT										
MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION	MOISTURE	CONSISTENCY
					1	AS FILL		ASPHALT. 0.2 feet thick.		
					2	FILL		FILL, GRAVELLY SAND, strong brown (7.5YR, 5/8), trace to 5% low plasticity fines, clayey; fine to coarse grained sand, well graded, angular to subrounded, 10-20% fine to coarse gravel, angular to subrounded; dense; dry.		
					3					
					4					
		R			5			FILL, SILTY SAND, black (2.5Y, N2), 15-20% low plasticity fines, slightly silty; fine to coarse grained sand, predominantly fine, angular to subrounded; trace to 10% fine to coarse gravel, subangular to subrounded; dense; dry.		
					6	SM		@ 5': PID = 0.0 ppm.		
					7			SILTY SAND (SM), light olive brown (2.5Y, 5/4); 15-25% low plasticity fines, silty; fine to medium grained sand, 5-10% medium grained sand, moderately graded, angular to subangular, metamorphic fragments; occasional trace fine to coarse gravel, subangular to subrounded, metamorphic fragments; dense; dry.		
					8					
					9					
					10			@ 10': PID = 0.0 ppm.		
		R			11					
					12					
					13					
					14			@ 14': increasing gravel content to 15-25%; moist.		
SPT- STANDARD PENETRATION TEST R- RING SAMPLE C- CORE: %RECOVERY/%RQD B- BAG BN- BULL NOSE								NOTES: Boring drilled using 8-inch diameter hollow-stem auger drilling equipment. Soil samples collected using Moss spilt-spoon sampling equipment. See well construction details for well construction information. DRIVING WEIGHT (LBS)		
 WESTERN TECHNOLOGIES INC.								PROJECT: LA QUINTA INNS, INC.		PLATE 4
PROJECT NO. 4187JL228								BORING LOG		

STA 1

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

DATE DRILLED: 9-15-97		BORING NO. MW-2 (Cont'd)		ELEVATION: 4259						
LOCATION: 100 South Street 300 West Street, Salt Lake City, UT										
MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION	MOISTURE	CONSISTENCY
		R			16			SILTY SAND (SM), (continued). @ 15': PID = 0.0 ppm.		
					17					
					18					
					19					
					20	MH		SANDY SILT (MH), olive brown (2.5Y, 4/4), high plasticity fines, silty; 30-40% fine grained sand (very fine), subangular to subrounded, plagioclase and dark grains; poorly graded; firm; moist to wet.		
					21					
					22					
					23					
					24			@ 24': color change to very dark grayish brown (2.5Y, 3/2), increasing sand grain size with trace medium sand.		
					25					
					26					
					27					
					28					
					29					
								BORING TERMINATED AT 30 FEET.		
SPT- STANDARD PENETRATION TEST R- RING SAMPLE C- CORE: %RECOVERY/%RQD B- BAG BN- BULL NOSE								NOTES: Boring drilled using 8-inch diameter hollow-stem auger drilling equipment. Soil samples collected using Moss spilt-spoon sampling equipment. See well construction details for well construction information. DRIVING WEIGHT (LBS)		
 WESTERN TECHNOLOGIES INC.								PROJECT: LA QUINTA INNS, INC. BORING LOG		PLATE 5
PROJECT NO. 4187JL228										




MONITORING WELL LOG

Well size	= 2 inch PVC Sch. 40	Depth to Groundwater	= 21.54 from top of casing
Total Depth	= 30 ft.	Sand (Depth)	= 17.8 to 30 ft. below grade
Screen Slot	= 0.010 inch	Bentonite (Depth)	= 15.5 to 17.8 ft.
Screened Interval	= 18.9 to 28.2 ft. below grade	Concrete (Depth)	= 0 to 15.5 ft.


Project:	LA QUINTA INNS, INC.		
Diagram:	Monitoring Well MW-2 Diagram		
	Western Technologies Inc.		
Job No.	4187JL228	Page:	6

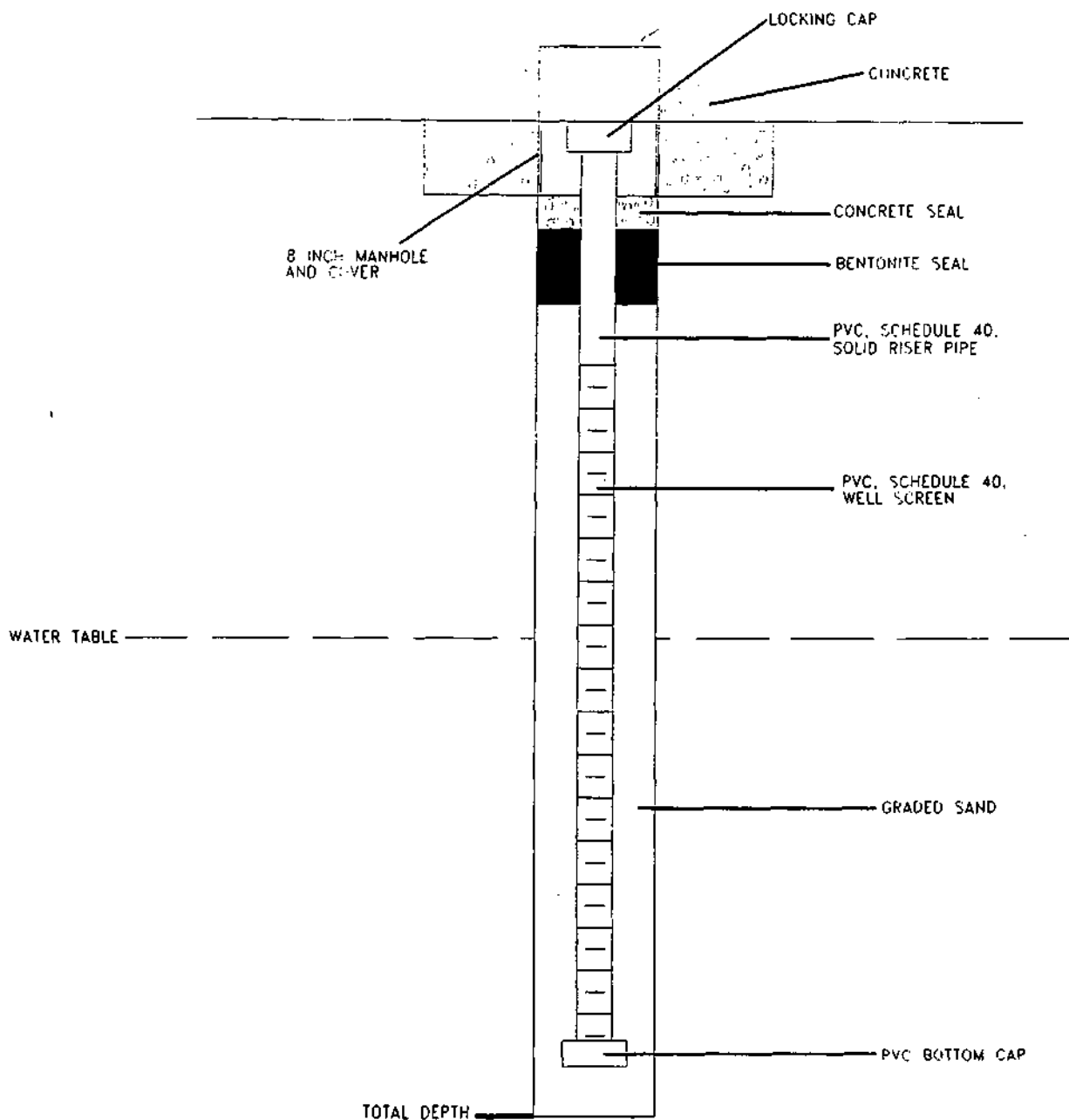
STA 1

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

DATE DRILLED: 9-16-97		BORING NO. MW-3		ELEVATION: 4265				
LOCATION: 100 South Street 300 West Street, Salt Lake City, UT								
MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE BLOWS/FT.	DEPTH (FEET)	USCS GRAPHIC	SOIL DESCRIPTION	MOISTURE	CONSISTENCY
				1	AS FILL	ASPHALT. 0.4 feet thick.		
				2	FILL	FILL, SILTY SAND, dark brown (7.5YR, 3/2), 15-20% low plasticity fines, silty; fine to coarse grained sand, predominantly fine, angular to subrounded; trace to 10% fine to coarse gravel, subangular to subrounded; dense; dry.		
		MC	9	3				
				4				
				5		FILL, SANDY SILT, very dark grayish brown (2.5Y, 3/2), low plasticity fines, silty; fine to medium grained sand, angular to subrounded, well graded; trace fine to coarse gravel, subrounded; hard; dry. @ 5': PID = 5.5 ppm.		
				6				
				7				
				8				
				9	ML			
		MC	9	10		SILT with SAND (ML), grayish brown (2.5Y, 5/2), low plasticity fines, silty; 5-10% fine grained sand, quartz and dark grains, subangular; firm; dry to moist. @ 10': PID = 8.5 ppm.		
				11				
				12	CL			
				13		CLAY (CL), brown (10YR, 5/3), medium plasticity fines, clayey; trace fine grained sand, angular, plagioclase; firm; dry to moist.		
				14				
SPT- STANDARD PENETRATION TEST						NOTES: Boring drilled using 8-inch diameter hollow-stem auger drilling equipment. Soil samples collected using split-spoon sampler. See well construction details for well construction information.		
R- RING SAMPLE						DRIVING WEIGHT (LBS) 140		
C- CORE: %RECOVERY/%RQD						PROJECT: LA QUINTA INNS, INC.		
B- BAG						BORING LOG		
BN- BULL NOSE						PLATE 7		
 WESTERN TECHNOLOGIES INC.								
PROJECT NO. 4187JL228								

STA 1
THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

DATE DRILLED: 9-16-97		BORING NO. MW-3 (Cont'd)		ELEVATION: 4265				
LOCATION: 100 South Street 300 West Street, Salt Lake City, UT								
MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE BLOWS/FT.	DEPTH (FEET)	USCS GRAPHIC	SOIL DESCRIPTION	MOISTURE	CONSISTENCY
		MC	11	15	ML	@ 15': PID = 10.2 ppm. SILT (ML), light yellowish brown (2.5Y, 6/4), low plasticity fines, silty; trace to 5% fine grained sand (very fine), subangular to subrounded, metamorphic fragments; firm; moist.		
		MC	9/20 or 3"	20	SM	SILTY SAND (SM), brown (10YR, 5/3), 15-25% low plasticity fines, silty; fine to medium grained sand with trace coarse, moderately graded, subangular to subrounded, metamorphic fragments; trace fine gravel, subangular, metamorphic fragments; dense; wet. @ 20': PID = 11.6 ppm.		
				24	MH	SANDY SILT (MH), olive brown (2.5Y, 4/4), high plasticity fines, silty; 30-40% fine grained sand (very fine), subangular to subrounded, plagioclase and dark grains; poorly graded; firm; moist to wet. @ 27': color change to very dark grayish brown (2.5Y, 3/2).		
BORING TERMINATED AT 30 FEET.								
SPT- STANDARD PENETRATION TEST R- RING SAMPLE C- CORE: %RECOVERY/%RQD B- BAG BN- BULL NOSE						NOTES: Boring drilled using 8-inch diameter hollow-stem auger drilling equipment. Soil samples collected using spilt-spoon sampler. See well construction details for well construction information. DRIVING WEIGHT (LBS) 140		
 WESTERN TECHNOLOGIES INC.						PROJECT: LA QUINTA INNS, INC. BORING LOG		PLATE 8
PROJECT NO. 4187JL228								



MONITORING WELL LOG

Well size	= 2 inch PVC Sch. 40	Depth to Groundwater	= 26.38 from top of casing
Total Depth	= 30 ft.	Sand (Depth)	= 17.5 to 30 ft. below grade
Screen Slot	= 0.010 inch	Bentonite (Depth)	= 15.6 to 17.5 ft.
Screened Interval	= 19.5 to 28.9 ft. below grade	Concrete (Depth)	= 0 to 15.6 ft.

Project:	LA QUINTA INNS, INC.		
Diagram:	Monitoring Well MW-3 Diagram		
	Western Technologies Inc.		
Job No.	4187JL228	Plate:	9

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

STA 1

DATE DRILLED: 9-16-97		BORING NO. MW-4		ELEVATION: 4260						
LOCATION: 100 South Street 300 West Street, Salt Lake City, UT										
MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION	MOISTURE	CONSISTENCY
					1	AS FILL		ASPHALT. 0.2 feet thick.		
					2	FILL		FILL, GRAVELLY SAND, strong brown (7.5YR, 5/8), trace to 5% low plasticity fines, clayey; fine to coarse grained sand, well graded, angular to subrounded; 10-20% fine to coarse gravel, angular to subrounded; dense; dry.		
					3					
					4	SM		FILL, SILTY SAND, dark brown (7.5YR, 3/2), 15-20% low plasticity fines, silty; fine to coarse grained sand, predominantly fine, angular to subrounded, trace to 5% fine to coarse gravel, subangular to subrounded; dense, dry.		
		MC		9	5			@ 3': PID = 11.1 ppm.		
					6					
					7			SILTY SAND (SM), light olive brown (2.5Y, 5/4), 5-10% low plasticity fines, silty; fine to medium grained sand, 5-10% medium sand, moderately graded, angular to subrounded, metamorphic fragments; occasional trace fine to coarse gravel, subangular to subrounded, metamorphic fragments; dense; dry.		
					8			@ 7': increasing gravel content to 15-20%.		
					9					
		MC		13	10			@ 10': PID = 9.6 ppm.		
					11	MH		SILT (MH), dark grayish brown (2.5Y, 4/2), medium to high plasticity fines, silty; trace to 5% fine to medium grained sand, angular to subrounded, metamorphic fragments; firm; dry to moist.		
					12	SM		@ 11': PID = 13.0 ppm.		
					13			SILTY SAND (SM), light olive brown (2.5Y, 5/4), 5-10% low plasticity fines, silty; fine to medium grained sand, 5-10% medium sand, moderately graded, angular to		
					14					

SPT- STANDARD PENETRATION TEST
R- RING SAMPLE
C- CORE: %RECOVERY/%RQD
B- BAG
BN- BULL NOSE


NOTES: Boring drilled using 8-inch diameter hollow-stem auger drilling equipment. Soil samples collected using split-spoon sampler. See well construction details for well construction information.

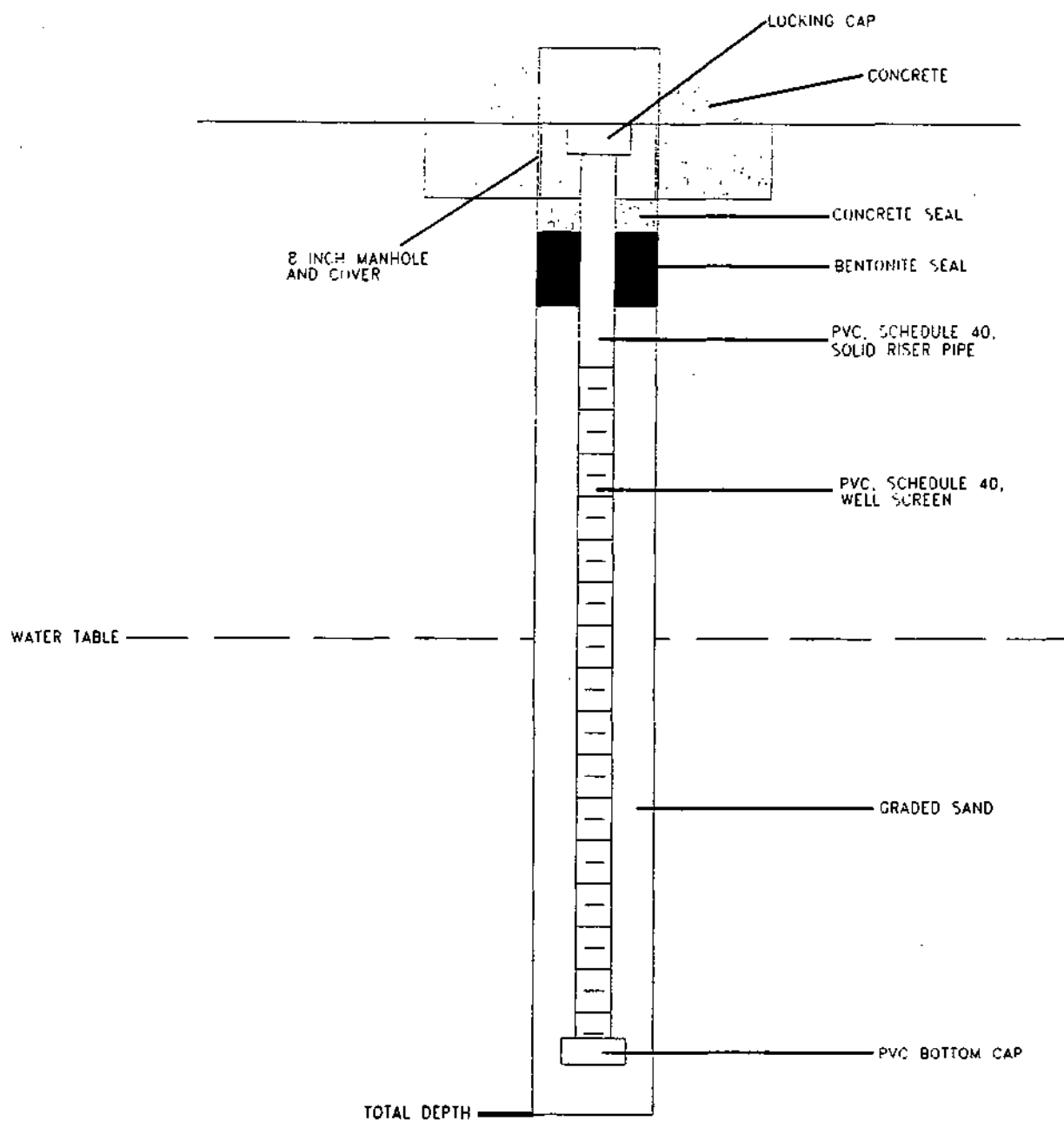
DRIVING WEIGHT (LBS) 140

<p>WESTERN TECHNOLOGIES INC.</p>	<p>PROJECT: LA QUINTA INNS, INC.</p> <p>BORING LOG</p>	<p>PLATE</p> <p>10</p>
<p>PROJECT NO. 4187JL228</p>		

STA 1

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DATE DRILLED: 9-16-97		BORING NO. MW-4 (Cont'd)		ELEVATION: 4260					
LOCATION: 100 South Street 300 West Street, Salt Lake City, UT									
MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION	MOISTURE	CONSISTENCY
		MC	13	16	ML		subrounded, metamorphic fragments; occasional trace fine to coarse gravel, subangular to subrounded, metamorphic fragments; dense; dry. @ 15': PID = 13.6 ppm.		
		MC	53	20			SILT (ML), light yellowish brown (2.5Y, 6/4), low plasticity fines, silty; trace to 5% fine grained sand (very fine), subangular to subrounded, metamorphic fragments; firm; moist. @ 20': PID = 13.1 ppm.		
				21	SW		SAND with SILT (SW), light olive brown (2.5Y, 5/4), 5-15% low plasticity fines, silty; fine to coarse grained sand, well graded, subangular to subrounded, metamorphic fragments, 5-10% heavy iron oxide staining on grains; 5-10% fine to coarse gravel, subrounded, metamorphic and sedimentary fragments; dense; moist to wet. @ 21': PID = 12.2 ppm.		
				26	MH		SANDY SILT (MH), olive brown (2.5Y, 4/4), high plasticity fines, silty; 30-40% fine grained sand (very fine), subangular to subrounded, plagioclase and dark grains; poorly graded; firm; moist to wet. @ 27.5': color change to very dark grayish brown (2.5Y, 3/2), increasing sand grain size with trace medium sand.		
				29			BORING TERMINATED AT 30 FEET.		
SPT- STANDARD PENETRATION TEST R- RING SAMPLE C- CORE: %RECOVERY/%RQD B- BAG BN- BULL NOSE							NOTES: Boring drilled using 8-inch diameter hollow-stem auger drilling equipment. Soil samples collected using spilt-spoon sampler. See well construction details for well construction information. DRIVING WEIGHT (LBS) 140		
 WESTERN TECHNOLOGIES INC.							PROJECT: LA QUINTA INNS, INC. BORING LOG		PLATE 11
PROJECT NO. 4187JL228									








MONITORING WELL LOG

Well size	= 2 inch PVC Sch. 40	Depth to Groundwater	= 27.65 from top of casing
Total Depth	= 30 ft.	Sand (Depth)	= 18 to 30 ft. below grade
Screen Slot	= 0.010 inch	Bentonite (Depth)	= 16.3 to 18 ft.
Screened Interval	= 19.2 to 28.7 ft. below grade	Concrete (Depth)	= 0 to 16.3 ft.





Project: LA QUINTA INNS, INC.	
Diagram: Monitoring Well MW-4 Diagram	
Western Technologies Inc.	
Job No. 4187JL228	Page: 12

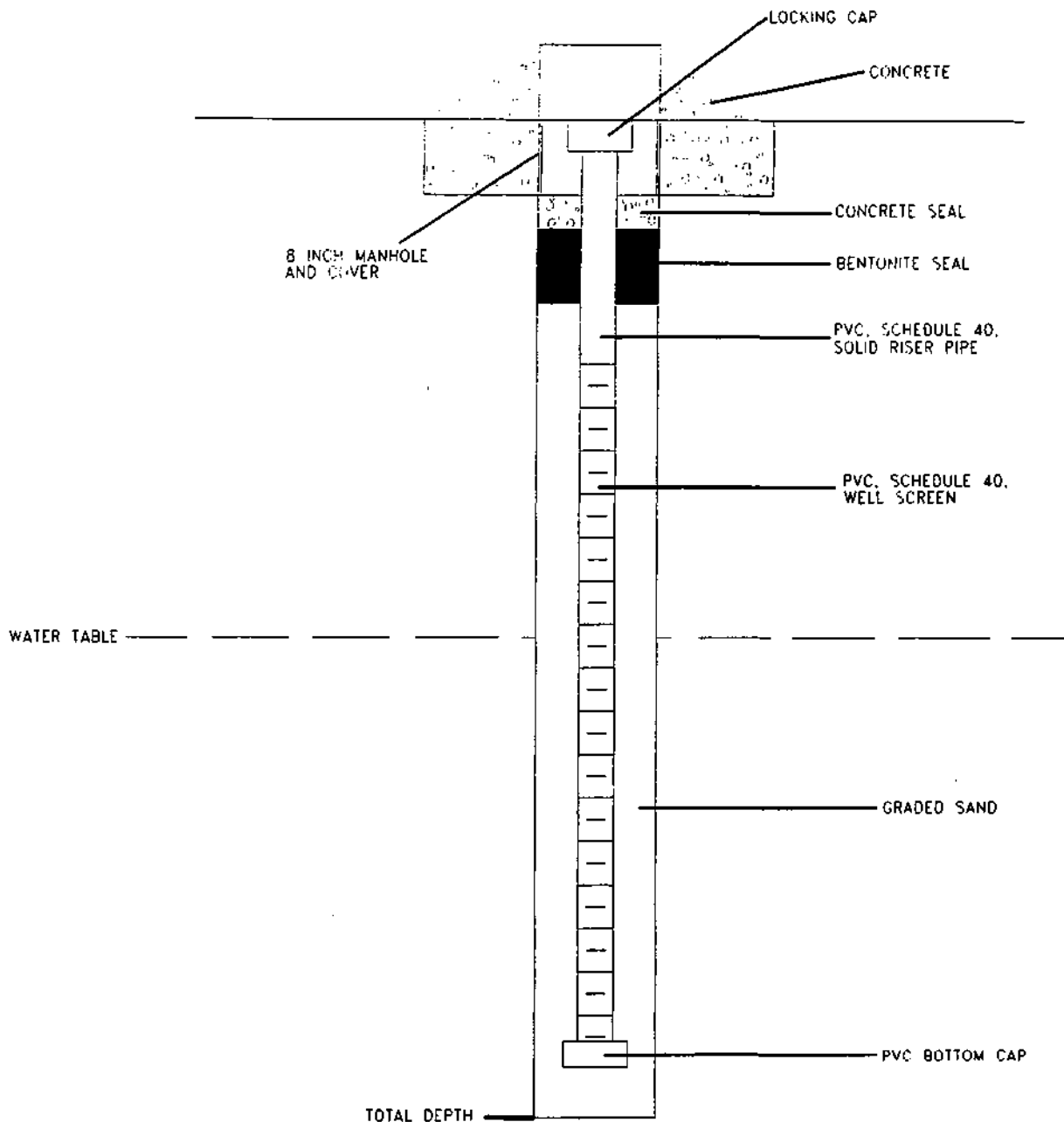
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THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

DATE DRILLED: 9-16-97		BORING NO. MW-5		ELEVATION: 4263						
LOCATION: 100 South Street 300 West Street, Salt Lake City, UT										
MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION	MOISTURE	CONSISTENCY
					1	AS FILL		ASPHALT. 0.2 feet thick.		
					2	FILL		FILL, GRAVELLY SAND, strong brown (7.5YR, 5/8), trace to 5% low plasticity fines, clayey; fine to coarse grained sand, well graded, angular to subrounded, 10-20% fine to coarse gravel, angular to subrounded; dense; dry.		
		MC		7	3					
					4	SM		FILL, GRAVELLY SAND with SILT, dark grayish brown (2.5Y, 4/2), 5-10% low plasticity fines, silty; fine to grained coarse sand, well graded, angular to subrounded, 20-30% fine to coarse gravel, subrounded; loose; dry.		
					5					
					6					
					7					
					8					
					9					
		MC		9	10	ML		SANDY SILT (ML), olive brown (2.5Y, 4/4), low plasticity fines, silty; 10-20% fine to medium grained sand, well graded, subangular, igneous and metamorphic fragments; firm; moist. @ 10': PID = 5.6 ppm.		
					11					
					12					
					13			@ 13-14': occasional trace to 5% fine to coarse gravel.		
					14					
SPT- STANDARD PENETRATION TEST R- RING SAMPLE C- CORE: %RECOVERY/%RQD B- BAG BN- BULL NOSE								NOTES: Boring drilled using 8-inch diameter hollow-stem auger drilling equipment. Soil samples collected using split-spoon sampler. See well construction details for well construction information. DRIVING WEIGHT (LBS) 140		
 WESTERN TECHNOLOGIES INC.								PROJECT: LA QUINTA INNS, INC.		PLATE 13
PROJECT NO. 4187JL228								BORING LOG		

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

DATE DRILLED: 9-16-97		BORING NO. MW-5		(Cont'd) ELEVATION: 4263						
LOCATION: 100 South Street 300 West Street, Salt Lake City, UT										
MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION	MOISTURE	CONSISTENCY
		MC		9		CH		@ 15': PID = 1.7 ppm. CLAY (CH), olive yellow (2.5Y, 6/6), medium plasticity fines, clayey; trace to 5% fine grained sand, subangular to subrounded, metamorphic fragments; firm; moist.		
		MC		22		SP		SAND (SP), olive brown (2.5Y, 4/4), trace low plasticity fines, silty; fine to medium grained sand, 5-15% medium grained sand, subangular to subrounded, quartz and dark grains, trace to 10% light to heavy iron oxide staining on grains; medium dense; moist. @ 20': PID = 11.1 ppm. @ 20.5': wet.		
						MH		SANDY SILT (MH), olive brown (2.5Y, 4/4), high plasticity fines, silty; 30-40% fine grained sand (very fine), subangular to subrounded, plagioclase and dark grains, poorly graded; firm; moist to wet.		
								BORING TERMINATED AT 30 FEET.		
SPT- STANDARD PENETRATION TEST R- RING SAMPLE C- CORE: %RECOVERY/%RQD B- BAG BN- BULL NOSE								NOTES: Boring drilled using 8-inch diameter hollow-stem auger drilling equipment. Soil samples collected using split-spoon sampler. See well construction details for well construction information. DRIVING WEIGHT (LBS) 140		
 WESTERN TECHNOLOGIES INC.								PROJECT: LA QUINTA INNS, INC. BORING LOG		PLATE 14
PROJECT NO. 4187JL228										



MONITORING WELL LOG

Well size	= 2 inch PVC Sch. 40	Depth to Groundwater	= 23.98 from top of casing
Total Depth	= 30 ft.	Sand (Depth)	= 18 to 30 ft. below grade
Screen Slot	= 0.010 inch	Bentonite (Depth)	= 16.2 to 18 ft.
Screened Interval	= 19.5 to 29.0 ft. below grade	Concrete (Depth)	= 0 to 16.2 ft.

Project:	LA QUINTA MNS, INC.	
Diagram:	Monitoring Well MW-5 Diagram	
	Western Technologies Inc.	
Job No.	4187JL228	Plate: 15

TARGET SHEET
EPA REGION VIII
SUPERFUND DOCUMENT MANAGEMENT SYSTEM

DOCUMENT NUMBER: 1005890

SITE NAME: VERMICULITE INTERMOUNTAIN

DOCUMENT DATE: 04/02/2004

DOCUMENT NOT SCANNED

Due to one of the following reasons:

- ☐ PHOTOGRAPHS
- ☐ 3-DIMENSIONAL
- ☐ OVERSIZED
- ☐ AUDIO/VISUAL
- ☐ PERMANENTLY BOUND DOCUMENTS
- ☐ POOR LEGIBILITY
- ☐ OTHER
- ☐ NOT AVAILABLE
- ☒ TYPES OF DOCUMENTS NOT TO BE SCANNED
(Data Packages, Data Validation, Sampling Data, CBI, Chain of Custody)

DOCUMENT DESCRIPTION:

EXHIBIT 4 ATTACHMENT C Laboratory Analytical Reports

4 Exhibit

PHASE I
ENVIRONMENTAL SITE ASSESSMENT
DEVELOPED PROPERTY
SWC 100 S. 300 W.
SALT LAKE CITY, UTAH



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Prepared for: La Quinta Inns, Inc.
112 East Pecan Street
San Antonio, Texas 78299-2636

Project No.: 4187JL168

Date: July 21, 1997


Tom Collet
Project Manager


Christopher L. White
Director of Environmental Services

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TABLE OF CONTENTS

1.0 INTRODUCTION	1
1.1 PROJECT AUTHORIZATION	1
1.2 PROJECT OBJECTIVE AND SCOPE OF WORK	1
2.0 ENVIRONMENTAL SETTING	2
2.1 SITE LOCATION	2
2.2 TOPOGRAPHY/DRAINAGE	2
2.3 GEOLOGY/HYDROGEOLOGY	2
3.0 SITE CONDITIONS	3
3.1 CURRENT LAND USE	3
3.2 BUILDINGS	3
3.3 UTILITIES	3
3.4 ELECTRICAL TRANSFORMERS AND OTHER POTENTIAL PCB SOURCES	4
3.5 ABOVEGROUND STORAGE TANKS	4
3.6 UNDERGROUND STORAGE TANKS	4
3.7 HAZARDOUS MATERIAL STORAGE AREAS	5
3.8 WASTE INDICATORS	5
3.9 AIR EMISSIONS	5
3.10 WASTEWATER/EFFLUENT DISCHARGES	6
3.11 SENSITIVE RECEPTORS	6
3.12 ASBESTOS	6
3.12.1 Limited Asbestos Survey	7
3.12.2 Analytical Results	8
3.13 RADON GAS	8
3.14 LEAD-BASED COATINGS	9
3.14.1 Limited Lead-Based Coatings Survey	9
3.14.2 Analytical Results	10
4.0 OFF-SITE RECONNAISSANCE	11
5.0 REGULATORY RECORDS REVIEW	12
5.1 FEDERAL	12
5.1.1 CERCLIS Database	12
5.1.2 NPL Database	13
5.1.3 RCRA Database	13
5.1.4 FINDS Database	14
5.1.5 RAATS Database	14
5.1.6 ERNS Database	15
5.2 STATE OF UTAH	15
5.2.1 LUST Database	15
5.2.2 State Hazardous Waste Sites	16
5.2.3 UDEQ Landfill Inventory/Closed Solid Waste Land Disposal Sites	16
5.2.4 UST Database	17
5.3 OTHER	17
5.3.1 Wetlands	17
5.3.2 Salt Lake County Public Utilities	17
5.3.3 Fire Department	17

6.0 OWNERSHIP/USE HISTORY	18
6.1 INTERVIEWS	18
6.2 TOPOGRAPHIC MAP	18
6.3 HISTORICAL AERIAL PHOTOGRAPHS	18
6.4 HISTORICAL FIRE INSURANCE MAPS	19
6.5 TITLE HISTORY	20
6.6 GEOTECHNICAL REPORT	20
7.0 SUMMARY OF FINDINGS	21
8.0 CONCLUSIONS AND RECOMMENDATIONS	23
8.1 RECOGNIZED ENVIRONMENTAL CONDITIONS	23
9.0 LIMITATIONS	25
9.1 GENERAL	25
9.2 EXCEPTIONS TO AND DELETIONS FROM ASTM PRACTICE E1527	26
10.0 REFERENCES	28

APPENDICES

APPENDIX A	VICINITY MAP/SITE PLAN
APPENDIX B	SITE PHOTOGRAPHIC LOG
APPENDIX C	ASBESTOS ANALYTICAL RESULTS
APPENDIX D	LEAD-BASED PAINT ANALYTICAL RESULTS
APPENDIX E	TITLE INFORMATION
APPENDIX F	EDR REPORT

EXECUTIVE SUMMARY

Western Technologies Inc. (WT) conducted a Phase I Environmental Site Assessment (ESA) on an approximately 3.24 acre developed property located at the southwest corner of 100 South 300 West in Salt Lake City, Utah. The ESA was based on a site visit to the property on July 10, 1997, an off-site reconnaissance of properties within a specified distance from the property, interviews with persons knowledgeable about the property, a regulatory records review and a review of ownership/use history.

WT concludes that six recognized environmental conditions have been identified for the subject property. These conditions are listed below and described in Section 8.0 of the report.

- **Asbestos-Containing Building Materials**
- **Possible Buried Debris**
- **Previous Leaking USTs on Adjoining Properties**
- **Fluorescent Lights**
- **Previous Property Usage**
- **Possible UST on Subject Property**

**PHASE I ENVIRONMENTAL SITE ASSESSMENT
DEVELOPED PROPERTY
100 S. 300 W.
SALT LAKE CITY, UTAH**

PROJECT NO. 4187JL168

1.0 INTRODUCTION

1.1 PROJECT AUTHORIZATION: This report presents the results of a Phase I Environmental Site Assessment (ESA) conducted for the developed property located at the southwest corner of 100 South 300 West in Salt Lake City, Utah. Western Technologies Inc. (WT) was retained by La Quinta Inns, Inc. to conduct the assessment. Authorization to proceed on the project was granted in response to WT's Proposal No. 2187PK312, dated April 18, 1997. This report of findings completes the agreed scope of services.

1.2 PROJECT OBJECTIVE AND SCOPE OF WORK: The objective of this Phase I Environmental Site Assessment was to observe current site conditions and evaluate the potential for hazardous or toxic substance impact. The ESA focused on past and present uses of the subject property and properties within a specified distance from the subject property. The report discusses the presence of materials which could contribute to potential environmental liability due to past and current activities on or adjacent to the property and the presence of any hazardous materials on the property. Conclusions and recommendations for further action in this report are subject to modification if subsequent information is developed by WT or others.

The scope of work for the project included the following activities:

- Review of historical and regulatory agency records/databases
- Site visit and assessment of current conditions
- Limited asbestos survey
- Limited lead-based paint survey
- Off-site reconnaissance of adjoining properties and properties within a specified distance from the subject property
- Preparation of this report

2.0 ENVIRONMENTAL SETTING

2.1 SITE LOCATION: The subject property occupies approximately 3.24 acres and is located at the southwest corner of 100 South 300 West in Salt Lake City, Utah. The site is located within the northern 1/2 of Section 1, Township 1 South, Range 1 West, Salt Lake Meridian, Salt Lake County, Utah. The general location of the subject property is shown in Figure 1, entitled Vicinity Map, presented in Appendix A. The property is bounded by 300 West and a parking lot on the east, a Utah Power & Light electrical power substation on the west, 100 South and the Delta Center sports arena on the north, and the Utah Paperbox Company on the south.

2.2 TOPOGRAPHY/DRAINAGE: The subject property is at an approximate elevation of 4260 feet above mean sea level according to the 1963 (photorevised 1969 and 1975) United States Geological Survey (USGS) topographic map. Natural surface drainage of the area flows towards the southwest. There are no well-defined watercourses on the property.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for the area dated August 1, 1983, the subject property is in an area determined to be outside of the 500-year flood event and is an area of minimal flooding (Zone C)¹.

2.3 GEOLOGY/HYDROGEOLOGY: According to a report of subsurface soils exploration² dated June 6, 1997, the subject site contains "uncontrolled fill consisting of a mixture of sands, gravels and clay varying in depth below the ground surface to between 7.5 to 13.5 feet overlying gravel and sand soils with varying amounts of clay". This report also stated that free water on the site was measured at depths of 20-25 feet below existing ground surfaces.

3.0 SITE CONDITIONS

Information contained in this section is based solely on: a site visit performed by WT on July 10, 1997; interviews with Mr. Bob Edwards, Mr. Rick Harman, and Mr. Hugh Brown of the Frank Edwards Company; and any specific references included in the following subsections. Figure 2 in Appendix A is a Site Plan. Photodocumentation of site conditions at the time of WT's site visit is provided in Appendix B.

3.1 CURRENT LAND USE: The subject property is currently developed with the Frank Edwards automobile parts distribution warehouse and offices. About 95 percent of the property is occupied by a building or is paved with asphalt. The remaining 5 percent of the property is landscaped.

The property is zoned D2 (downtown support district) according to information obtained from the Salt Lake City Zoning Department.

3.2 BUILDINGS: There is one structure on the property. This building is a combination one-story office and two-story warehouse facility and is approximately 30,000 square feet in size, according to Mr. Edwards. The building was constructed on a concrete slab and there is no basement beneath this building according to Mr. Brown. Mr. Brown stated that he did not know the exact age of the building but that it was built prior to 1962 when the Frank Edwards Company moved to the site. The building's exterior walls appear to be of masonry block, brick, or woodframe and stucco construction. A portion of the roof is flat and consists of built-up roofing. The remainder of the roof is arched and is covered with a roofing membrane material. The warehouse portion of the building is heated by ceiling mounted units that are powered with natural gas. Interior finishes present in the building include bare concrete, carpeted, and vinyl floor tile floors; 2' x 4' drop-in acoustical panel, and open wooden beam ceilings; masonry block, brick, or sheetrock walls; and fluorescent lighting.

3.3 UTILITIES: Electrical service, natural gas, and potable water are supplied to the site. The site is connected to the municipal sanitary sewer service, according to Mr. Brown.

3.4 ELECTRICAL TRANSFORMERS AND OTHER POTENTIAL PCB SOURCES: Some older electrical transformers, capacitors, generators, and fluorescent light ballasts may contain polychlorinated biphenyl (PCB) dielectric fluid. PCB is recognized as a toxic substance by the Federal Government under the Toxic Substance Control Act (TSCA). Any transformers containing PCBs at a concentration of 500 parts per million (ppm) or greater are subject to violations. Leakage from transformers containing PCBs onto soil or other permeable surfaces would present an area of environmental concern.

Five pole-mounted transformers were observed on the subject property. Two of these transformers are along the northern property boundary and three are located in the parking area by the building. Some staining was observed on the bottom of two of the transformers (#1022420 and #1022185) by the building. The ground below these transformers is paved with asphalt and did not appear to be stained. According to Mr. Dave Archer of Utah Power & Light (UP & L), these transformers are owned and maintained by UP & L and are non-PCB.

Since fluorescent lights are used on the subject property, suspect fluorescent light ballasts (i.e., pre-1979) should be sampled and properly disposed of if they contain PCBs.

3.5 ABOVEGROUND STORAGE TANKS: Aboveground storage tank (AST) registration is not generally required unless the tank contains hazardous waste/materials or requires a flammable (or combustible) contents permit from the local fire department. A permit is required for any AST containing greater than 25 gallons of combustible liquids within an enclosure or greater than 60 gallons if the AST is located outside.

No ASTs or surface indications of former ASTs were noted during the site visit.

3.6 UNDERGROUND STORAGE TANKS: Underground storage tanks (USTs) are tanks that store regulated substances and have at least 10 percent of their volume, including contents of associated pipes, underground. Surface evidence of existing or former USTs would include pump islands, cut-off pipes, fill ports, vent pipes and asphalt patches.

No surface evidence of existing or former USTs was noted during the site visit. According to Mr. Harman's knowledge, no USTs are present on the subject property.

3.7 HAZARDOUS MATERIAL STORAGE AREAS: A hazardous material is any manufactured material that could have an adverse effect on human health or the environment. Hazardous materials would include but are not limited to: hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); hazardous wastes as defined by the Resource Conservation and Recovery Act (RCRA); and petroleum products.

Numerous containers of potentially hazardous materials were noted during the site visit. These potentially hazardous materials include automotive fluids, lubricants, and cleaners. The containers are labelled and covered but are not stored in such a manner as to contain possible spills or leaks. These materials are stored in the warehouse area that has a concrete floor. No floor drains or other pathways for contaminant migration from this area were noted.

3.8 WASTE INDICATORS: Waste indicators would include: stressed vegetation; spillage/leakage of hazardous substances; staining of soil or other permeable surfaces; leachate or waste seeps; waste materials; disposal areas; construction/demolition debris; drums, barrels or containers which presently or could have formerly contained hazardous substances; unusual odors; and surface water discoloration, odor, sheen or free floating product.

Surface evidence of the waste indicators noted during the site visit is limited to used automobile batteries. These batteries were stored on the warehouse concrete floor. No leaks or spills around the batteries were noted.

No surface evidence of any of the other waste indicators listed above was noted on the subject property during the site visit.

3.9 AIR EMISSIONS: Air emissions from a given facility may be indicated by noticeable odors or dust, laboratory hoods, exterior vents and incinerators. No air emissions were noted emanating from the subject property during the site visit.

3.10 WASTEWATER/EFFLUENT DISCHARGES: Wastewater/effluent discharge would include: existing or former oil/water separators, sumps, dry wells, catch basins, injection wells, groundwater/wastewater treatment systems, septic tanks, leach fields, floor drains, compressor blowdown and exterior pipe discharges.

Surface evidence of wastewater/effluent discharges noted during the site visit is limited to a drain that may discharge to an oil/water separator at the southwest corner of the building. Neither Mr. Brown or Mr. Harman were sure what this drain is used for. Mr. Edwards thought the drain may be for snowmelt water. Additional information regarding discharge permits for the site has been requested from the Salt Lake County Public Utilities Department and will be forwarded when it is received by WT.

No surface evidence of any of the other wastewater/effluent discharges listed above was noted on the subject property during the site visit. According to Mr. Brown, the facility is connected to the municipal sewer system.

3.11 SENSITIVE RECEPTORS: Sensitive receptors are those that would be especially or adversely affected by a release of hazardous substances on the property. Sensitive receptors would include: exposed soil; surface water bodies and watercourses (including streams, washes, lakes, drainage ditches); impoundments (including lagoons, recharge basins and detention basins); swamps or wetlands; on-site groundwater monitoring or production wells; and on-site residents, students, hospital patients, parks or nature preserves.

Sensitive receptors noted during the site visit are limited to landscaped areas. None of the other sensitive receptors listed above were noted on the subject property during the site visit.

3.12 ASBESTOS: In conjunction with the site visit, a limited asbestos survey of the structure was conducted by a United States Environmental Protection Agency (USEPA) Certified Building Inspector. The purpose of this limited survey was to identify readily accessible suspect asbestos-containing building materials (ACBM) which may have been used in the construction or subsequent renovation of the building. ACBM is defined as any material which contains more than one percent asbestos. An identified ACBM may then be classified as either a friable

material (easily crumbled by hand pressure) or a non-friable material. The non-friable ACBM may further be defined as a Category I or Category II non-friable material depending on the type of material.

Asbestos was a common constituent of a wide variety of materials used in building construction. Often asbestos (usually chrysotile) was specified in the design of commercial and public buildings. Examples of typical interior building materials which often contained asbestos include: thermal system insulation, acoustical ceiling surfacing, wall systems and non-ceramic floor coverings.

Concern with potential adverse health effects associated with exposure to airborne asbestos fibers has led to the significant reduction of the use of asbestos in building materials. A number of Federal and State regulations have been enacted to control the manufacture, use, management, exposure to and removal of ACBM. Current regulations under the Clean Air Act require proper material removal techniques, handling and notification requirements for ACBM that will be disturbed during a building renovation or demolition. These regulations are referred to as the National Emission Standards for Hazardous Air Pollutants (NESHAPS) and are found in 40 CFR Part 61, Subpart M. Removal practices and employee exposures to ACBM are regulated by the Occupational Safety and Health Administration (OSHA) pursuant to 29 CFR 1926.1101.

3.12.1 Limited Asbestos Survey: A Utah licensed asbestos inspector conducted a limited survey of the accessible areas of the site. The purpose of the survey was to identify suspect asbestos-containing building materials (ACBM) such as pipe insulation, acoustic ceiling materials, non-ceramic flooring, and wall systems. Bulk samples were collected of suspect ACBM for analysis. Sample collection methods involved the possible destruction of interior finishes. WT is not responsible for damage to or replacement of any sampled building materials.

The WT inspector recovered 19 bulk samples of suspect ACBM and submitted them to an analytical laboratory for bulk asbestos content analysis using appropriate chain-of-custody

procedures. The samples were analyzed at a National Institute of Standards and Technology (NIST) accredited laboratory by Polarized Light Microscopy (PLM) methods.

This limited asbestos survey is not intended to accurately quantify (evaluate the extent of) the ACM found on-site for determination of remedial methods or costs.

3.12.2 Analytical Results: Analytical results indicate that asbestos was found in 8 of the 19 bulk samples submitted for testing. The materials identified as ACM are sheet vinyl flooring, vinyl floor tile, joint compound, and roofing tar. In addition, sample 7JL168-07A shows a composite asbestos concentration of Trace <1%. However, the joint compound constituent of this composite sample shows an asbestos content above the 1% limit. A summary table describing the sample location, sample type and asbestos content of the ACM, and copies of the analytical results are included in Appendix C.

All of the materials were identified as non-friable. Further, the flooring and roofing materials would be classified as Category I non-friable material. The joint compound is a Category II non-friable material. One of the sheet vinyl flooring samples (sample #7JL168-01A) appeared to be in poor condition. The other materials appeared to be in good condition.

3.13 RADON GAS: Radon is a naturally occurring radioactive gas. It is odorless, tasteless and invisible. Several years of research, based on the medical records of uranium mine workers, have shown a correlation between exposure to elevated radon concentrations and subsequent irradiation of lung tissues which can result in lung cancer. Because radon occurs as a gas, the pathway for exposure is via inhalation. Radon, itself, is an inert gas and does not interact with the body. It is the radioactive decay products of radon ("radon daughters") which are retained as solids and actually irradiate the lungs.

Radon is one of several materials produced through the natural decay of uranium to stable lead. As a gas, radon escapes from the soil and becomes airborne. Thus, the potential exists for radon to accumulate to concentrations above the remedial action level of 4.0 picocuries per liter (pCi/l) in structures throughout the United States.

Samples collected of suspected lead-based paint were sent to Analytica Solutions in Broomfield, Colorado. All of the containers were received at the laboratory with the seals intact and were accompanied by a chain-of-custody document. The samples were analyzed for total lead content by first digesting the sample in acid using EPA method 3050, then filtering the sample. The filtered portion of the sample is then analyzed by atomic absorption using EPA method 6010. The weight of lead was then determined to provide a result in mg/kg.

3.14.2 Analytical Results: A total of ten suspected lead-based paint samples were collected during the survey and submitted for analysis. Laboratory analysis detected one sample with a concentration above the 5000 mg/kg U.S. Department of Housing and Urban Development (HUD) regulatory limit. This sample was obtained from the brick wall near the heating/cooling unit on the upper warehouse level. The laboratory report and chain-of-custody documentation are presented in Appendix D. Specific details of individual sample location, type of material, and laboratory results are also included.

Not all painted surfaces on the site were sampled during the survey and it is possible that there are specific areas where lead-based paint has been used. It is not possible to sample every interior and exterior painted surface on the site and therefore it is possible that lead is a constituent of a painted surface above the regulatory limit of 5000 mg/kg.

4.0 OFF-SITE RECONNAISSANCE

The off-site reconnaissance was performed by WT on the same day as the site visit. The reconnaissance consisted of an assessment of adjoining properties and land uses which could have an adverse environmental impact on the subject property.

The area is generally developed with commercial and industrial properties. The subject property was bordered by the following streets, properties or land uses:

- 300 West Street and a parking lot to the east,
- 100 South Street and the Delta Center sports arena to the north,
- a UP & L electrical power substation to the west, and
- the Utah Paperbox Company to the south.

One facility (Utah Paperbox Company) on an adjoining property is listed as being regulated under the Resource Conservation and Recovery Act (RCRA) [see Section 5.1.3]. Additionally, Artistic Printing Company, a small quantity generator, is located approximately fifty feet west of the subject site (see Section 5.1.3).

According to the EDR report for the subject site and area reconnaissance, there is one facility within a distance of one-quarter of a mile that currently maintains USTs (see Section 5.3.1).

5.0 REGULATORY RECORDS REVIEW

Information in this section is based solely on the specific references contained within each subsection. Sources of information may include: commercially available and proprietary regulatory databases, regulatory agency files, personal interviews and telephone interviews. In some of the following subsections, the words upgradient, crossgradient and downgradient refer to the presumed groundwater flow direction in relation to the subject property. These determinations are based subjectively on regional hydrogeologic information, topographic maps and local site conditions.

5.1 FEDERAL: The following subsections discuss WT's findings based on a review of various federal databases by EDR and field reconnaissance of the area.

5.1.1 CERCLIS Database: The federal Superfund was authorized to finance the clean-up of abandoned disposal sites throughout the United States. A computer database of abandoned or inactive facilities, the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS), has been developed to support the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

After a potential site is discovered by the EPA, it is entered into the database and a preliminary site assessment is conducted. If warranted, a site investigation is conducted after which a site can be proposed for remediation and placed on the National Priorities List.

The CERCLIS database did not list the subject property, but identified one CERCLA site within a distance of one mile from the subject property. This site is:

- Utah Power & Light/American Barrel, 600 West South Temple, located approximately one-quarter of a mile in a crossgradient position from the subject site.

According to the EDR report, this site is under investigation to assess the extent of further action. The EDR report also states that this site is currently on the final NPL. More information

regarding this site has been requested from the EPA and will be forwarded to the client when it is received by WT.

5.1.2 NPL Database: The National Priorities List (NPL) is the Environmental Protection Agency's (EPA) database of uncontrolled or abandoned hazardous waste sites that have been identified for priority remedial actions under the Superfund Program. In order for a site to be included on the NPL, it must either meet or surpass a pre-determined hazard ranking system score, be chosen as a State's top-priority site, or meet all three of the following criteria: 1) the U.S. Department of Health and Human Services issues a health advisory recommending that people be removed from the site to avoid exposure; 2) the EPA determines that the site represents a significant threat; and 3) the EPA determines that the remedial action is more cost-effective than removal action.

The EDR report did not list the subject property, but identified two NPL sites within a distance of one mile from the subject property. These sites are listed as:

- Utah Power & Light PCB Storage, located at 4800 West 500 South

Reconnaissance of the area showed that the distance from the target property that is listed in the report (1/4-1/2 mile) is incorrect. This location of the NPL site is more than one mile from the subject site and should not be listed in the report.

- Utah Power & Light/American Barrel, 600 West South Temple, located approximately one-quarter of a mile in a crossgradient position from the subject site.

As noted in Section 5.1.1, more information regarding this site has been requested from the EPA.

5.1.3 RCRA Database: The Resource Conservation and Recovery Act (RCRA) database, maintained by the EPA, lists facilities that have notified the EPA of hazardous waste activity. The notifiers may engage in generation, transportation, treatment, storage, and/or disposal of hazardous wastes. Generators are listed as either large, small or conditionally exempt

generators. Large quantity generators (LQG) produce at least 1000 kg/month of non-acutely hazardous waste or 1 kg/month of acutely hazardous waste. Small quantity generators (SQG) produce 100-1000 kg/month of non-acutely hazardous waste. Conditionally exempt generators (CEG) are those which generate less than 100 kg/month of non-acutely hazardous waste. "Non-regulated" indicates that the facility filed a notification and/or a permit application, but claims not to generate, transport, treat, store or dispose of hazardous waste; or the facility falls into other specified categories of non-regulated under RCRA.

The RCRA database did not list the subject property, but identified one RCRA regulated facility on an adjoining property. This facility is listed on the EDR orphan summary page. In addition, one facility, Artistic Printing Company, is listed that is located approximately 50 feet west of the subject site. These facilities are:

- Utah Paperbox Company, adjoining to the south, SQG
- Artistic Printing Company, 377 West 100 South, SQG

In addition, the EDR RCRA database search did not identify any RCRA regulated treatment, storage or disposal (TSD) facilities within a distance of one mile from the subject property.

5.1.4 FINDS Database: The Facility Index System (FINDS) is a compilation of any property or site which the EPA has investigated, reviewed or been made aware of in connection with its various regulatory programs. Each record indicates the EPA Program Office that may have files on the site or facility.

According to the EDR report, the FINDS database did not list the subject property and did not identify any FINDS sites located on properties adjoining the subject property.

5.1.5 RAATS Database: The Resource Conservation and Recovery Act Administrative Action Tracking system (RAATS) tracks and records RCRA section 3008 Compliance Orders and Orders on Consent for the office of Waste Programs Enforcement, U.S. Environmental Protection Agency.

According to the EDR report, the RAATS database did not list the subject property and did not identify any major violations within a distance of one mile from the subject property.

5.1.6 ERNS Database: The Emergency Response Notification System (ERNS) is a listing compiled by the EPA of reported releases to the air, soil and/or water of hazardous and/or unidentified substances. This listing provides a limited amount of information on the type of material involved, the cause of the release, and damages or injuries associated with the release.

The ERNS database also lists the agencies notified, the responsible party, and the reporter of the release.

According to the EDR report, the ERNS database did not list the subject property and did not identify any release incidents within a distance of one-quarter of a mile from the subject property.

5.2 STATE OF UTAH: The following subsections discuss EDR's findings based on a review of various Utah Department of Environmental Quality databases and files.

5.2.1 LUST Database: The State of Utah Department of Environmental Quality (UDEQ) provides a database of the leaking underground storage tanks in Salt Lake City. According to the EDR report, this database did not list the subject property, but identified 5 LUST sites for businesses located within a distance of one-half mile from the subject property. WT believes that one of these sites (Heber Light & Power Plant) is located in Heber City, Utah and is not within a distance of one mile from the site. WT has also located a LUST site on an adjoining property that was listed on the EDR orphan summary sheet. These LUST sites are:

- Southeast corner of 100 South 300 West, adjoining to the east in an approximate up to crossgradient position from the subject site. According to a UDEQ file for this site, a corrective action plan has been approved. The corrective action plan calls for removal of several hundred cubic yards of impacted soil. On-site groundwater monitoring wells indicate that groundwater has not been impacted.

- Greyhound Lines, Inc. #8510, 160 West South Temple, located approximately one-quarter to one-half mile in an upgradient direction from the subject site.
- Salt Palace, 100 South West Temple, located approximately one-quarter to one-half mile in a crossgradient direction from the subject site.
- Rainbo #12, 163 West North Temple, located approximately one-quarter to one-half mile in an up to crossgradient direction from the subject site.
- Red Lion Hotel, 255 South West Temple, located approximately one-quarter to one-half mile in a cross to downgradient direction from the subject site.
- Heber Light & Power Plant, identified at 31 South 100 West in Heber City. This site has been misidentified as being in Salt Lake City.

In addition, the adjoining property to the north of the subject property is a former LUST site. According to the UDEQ file for this site, no further corrective action is in progress at this time and the site is not deemed to be a threat to human health or the environment.

5.2.2 State Hazardous Waste Sites: The State of Utah Department of Environmental Quality, maintains a database of waste site records which is the state's equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds are identified along with sites where cleanup will be paid for by potentially responsible parties.

According to EDR, this database does not show any sites within a distance of one mile from the subject property.

5.2.3 UDEQ Landfill Inventory/Closed Solid Waste Land Disposal Sites: The Utah Landfill Inventory/Closed Solid Waste Land Disposal Sites (SWF/LF) typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

According to the EDR report, this database did not show any sites within a distance of one mile from the subject property.

5.2.4 UST Database: The UDEQ has compiled a database of registered underground storage tanks in the State of Utah which includes the owner and location of the USTs. This database did not list the subject property. A review of this database combined with reconnaissance of the surrounding areas identified one facility with USTs within an approximate distance of one-quarter of a mile from the subject property. This facility is:

- Texaco (old Chevron), 279 West South Temple, located approximately one-eighth to one-quarter of a mile in an upgradient position from the subject property.

Since access to certain facilities may not have been possible, all facilities with USTs may not have been identified.

5.3 OTHER: The following subsections contain information from other public agencies.

5.3.1 Wetlands: The U.S. Army Corps of Engineers was contacted for wetlands information. According department personnel, the subject property is not in a wetlands designated area.

5.3.2 Salt Lake County Public Utilities: The Salt Lake County Public Utilities office was contacted regarding septic sewer system information and oil/water separator permit information for the subject site. WT has not received this information at the time of this report. WT will forward this information to La Quinta Inns, Inc. when it is received.

5.3.3 Fire Department: The Salt Lake City Fire Department was contacted regarding UST records and investigation reports for the subject property. According to the fire department, the department does not have any records regarding USTs on the subject site. The only investigative report the fire department has for the subject site is a complaint that combustible materials were being stored too close to a heating unit.

6.0 OWNERSHIP/USE HISTORY

Information in this section is based solely on the specific references contained within each subsection. Sources of information may include: personal interviews, telephone interviews, maps, aerial photographs, commercially available and proprietary databases, files and directories.

6.1 INTERVIEWS: According to Mr. Hugh Brown of the Frank Edwards Company, the property was developed with the current buildings before 1962 when the Frank Edwards Company moved onto the site. Mr. Brown stated that to the best of his knowledge, there was a trucking company previously on the site. Mr. Edwards stated that to his knowledge, a transmission repair shop was formerly on the site.

6.2 TOPOGRAPHIC MAP: One topographic map was identified for the subject property. The United States Geological Survey (USGS) Salt Lake City North, Utah, dated 1963 and photorevised in 1969 and 1975, was reviewed. This topographic map provided a limited amount of site-specific information for the subject property.

According to this map, there are four buildings on the site with a railroad spur that goes to one of the buildings. A railroad yard is shown approximately one-tenth of a mile to the west.

6.3 HISTORICAL AERIAL PHOTOGRAPHS: Aerial photographs from the U.S. Department of Agriculture were reviewed to evaluate past uses and relevant characteristics of the subject property and adjoining properties. Photographs from 1958, 1965, 1971, 1977, 1987, 1992, and 1993 were reviewed.

The earliest aerial photograph (1958) shows that the subject property and all adjoining properties appear to be commercially developed. The photographs show that the property may be used as a trucking depot.

The 1965, 1971, and 1977 photographs show no major changes from the 1958 photograph.

The 1987 photograph shows that the subject property is developed with one commercial building. The other structures that were previously on-site are no longer visible. The portion of the site that is currently used as a parking lot is shown as exposed soil. The adjoining properties to the north and south are commercially developed. The adjoining property to the east is vacant and appears to have been graded. The adjoining property to the west is developed with an electrical power substation.

The 1992 and 1993 photographs show that the subject site appears as it is currently developed. The northern adjoining property is developed with the Delta Center. The other adjoining properties appear to be unchanged except the eastern adjoining property is paved in the 1993 photograph and may or not be paved in the 1992 photograph.

6.4 HISTORICAL FIRE INSURANCE MAPS: Historical fire insurance maps from the Sanborn Map Company were reviewed to evaluate past uses and relevant characterizations of the subject property and adjoining properties. Fire insurance maps from 1889, 1898, 1911, 1949, 1950, and 1986 were reviewed.

The earliest fire insurance map (1889) shows that the subject property is developed with residential structures. The adjoining property to the south is shown as a combination of residential development and vacant parcels. The western adjoining property is developed with residences and the Salt Lake City Foundry and Manufacturing Company. The adjoining properties to the north and east are not shown on this map.

The 1898 fire insurance map shows no major changes to the subject property from the 1889 map. The northern adjoining property is developed with residences. A slaughterhouse is shown as being located across 100 South to the northwest of the subject property.

The 1911 fire insurance map shows that the eastern portion of the subject property is developed with residences. The western portion of the site is developed with a lumber yard. A railroad spur is also shown on the southern portion of the subject property. The foundation of the Public Service Company heating plant is shown on the western adjoining property.

The 1949 map shows that the subject property is developed with a lumber yard on the western portion and the Union Truck Depot and warehouses on the eastern portion. An area that is indicated as 'gas and oil' is shown on the northeastern corner of the property. A building that is labeled as 'insulating material works, rock grinding' is located either on the western edge of the subject property or is located on the western adjoining property. Since the property boundary is unclear, WT is unsure on which property this building is located. The map also indicates a General Electric Company repair facility adjoining to the southwest of the subject site. The southern adjoining property is shown with a paper box facility on it.

The 1950 map does not appear to show any major changes from the 1949 map.

The 1986 map shows several buildings on the subject site. The building that is currently on the site is designated as 'auto parts'. The other buildings that are on-site are designated as fire ruins or vacant. The eastern and northern adjoining properties are not shown on this map.

6.5 TITLE HISTORY: Title information was provided to WT by La Quinta Inns, Inc. and was reviewed. Title information was reviewed from 1945 to 1997. This information indicated that the property has been owned by various individuals and companies over the previous 52 years. This title information provided indications of past owners who may have been involved in the storage, transport, disposal or usage of hazardous materials on the subject property. These owners include the Utah Lumber Company, Utah Power and Light Company, the Salt Lake-Ogden Transportation Company. The information reviewed during this evaluation is presented in Appendix E.

6.6 GEOTECHNICAL REPORT: Nine soil borings were previously advanced on the subject property for geotechnical purposes. According to this geotechnical report dated June 6, 1997, concrete rubble and construction debris was found in at least one of the borings. The report also states that 'heavy organics' may need to be screened from the fill dirt that is underneath the site.

7.0 SUMMARY OF FINDINGS

Based on the site visit, the off-site reconnaissance, interviews, the regulatory records review and a review of ownership/use history, WT reiterates the following:

- The subject property is developed with an office/warehouse building that is used as an automobile parts distribution center.
- Groundwater in the area of the subject property is estimated to occur at depths of 20-25 feet below the ground surface.
- The subject property is in an area of minimal flooding.
- Five pole-mounted electrical transformers were noted on the subject property. Staining on the bottom of two of the electrical transformers was noted. These transformers appear to be owned and maintained by the Utah Power & Light Company (see Section 3.4).
- No aboveground storage tanks were observed and no surface evidence of former ASTs was noted on the subject property.
- No surface evidence of existing or former underground storage tanks was observed on the subject property and no registered USTs were present on the subject property or on adjoining properties. At least one Sanborn Historical Map indicates a gas/oil area formerly on the subject site. This may or may not be indicative of an on-site UST (see Section 6.4).
- Hazardous materials observed on the subject property are limited to automotive fluids, lubricants, and cleaners (see Section 3.7).
- Waste indicators (as described in Section 3.8) observed on the subject property are limited to used automobile batteries.
- No regulated air emissions were noted emanating from the subject property.
- Wastewater/effluent discharges (as described in Section 3.10) observed on the subject property are limited to an oil/water separator that may be on the property. Further information has been requested from Salt Lake City and will be forwarded when it is received by WT.
- Sensitive receptors (as described in Section 3.11) observed on the subject property are limited to landscaped areas.
- The limited asbestos survey found asbestos in flooring, joint compound, and roofing materials (see Section 3.12).

8.0 CONCLUSIONS AND RECOMMENDATIONS

Western Technologies Inc. has performed a Phase I Environmental Site Assessment of the subject property in conformance with the scope (meeting or exceeding) and limitations of ASTM Practice E1527. Any exceptions to, or deletions from, this practice are described in Section 9.2 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except for the following:

8.1 RECOGNIZED ENVIRONMENTAL CONDITIONS:

Asbestos-Containing Building Materials: The ACBM identified as part of this limited asbestos survey included: flooring, joint compound, and roofing materials. These materials would be classified as non-friable and would be further described as being in poor to good condition (See Section 3.12).

Since demolition activities are planned, Federal and State regulations require notification and prior removal of regulated ACBM if demolition activities will render the non-friable ACBM, which was identified on the subject property, friable. The ACBM removal must be performed by a licensed asbestos abatement contractor. Additionally, WT recommends that the client retain a qualified asbestos consulting firm to ensure compliance with all applicable laws (NESHAP, 40 CFR 61, Subpart M and OSHA, 29 CFR 1926.1101).

Possible Buried Debris: According to a geotechnical report that has been performed, there is buried debris on the site. This debris may consist of regulated wastes. WT recommends that the debris that may be located on the site be removed from the subject property and disposed of properly.

Previous Leaking Underground Storage Tanks on Adjoining Properties: USTs were previously located on the northern and eastern adjoining properties in approximate up to crossgradient positions from the subject property. There appears to have been an indication of groundwater contamination from USTs on the northern adjoining property site. The LUST on the eastern adjoining property appears to have impacted soil only. These sites may be considered an area of potential environmental concern due to their proximity to the subject property. WT

recommends a Phase II investigation to determine the impact, if any, to the subject property from these off-site USTs that were previously located on adjoining properties.

Fluorescent Lights: All fluorescent light ballasts should be inventoried and classified as to PCB content. Nearly all fluorescent light ballasts manufactured prior to 1979 contain PCBs. All PCB ballasts manufactured after July 1, 1978 that do not contain PCBs are required to be clearly marked "No PCBs". Since most ballasts also contain a date stamp in the metal base plate, the presence of a date as well as the "No PCB" label should be verified. Unmarked ballasts or ballasts without a date code should be classified as PCB ballasts.

Once classified as to PCB content, PCB ballasts should be checked for leakage. PCBs are usually a clear or yellow oil, and most PCB leaks are visible. However the asphalt potting material in ballasts with leaking asphalt may be contaminated with PCBs, and these ballasts should be classified as leaking. If leakage of any ballast is noted, a properly trained hazardous waste management company should be contacted for ballast removal and disposal.

Previous Property Usage: The property has been identified as previously used by a trucking company and a lumber yard. These companies may have been involved in the usage, storage, or transporting of hazardous substances. One structure, that may or may not have been on the subject property, was identified as being labeled 'insulating material works, rock grinding'. This may be indicative of an asbestos related facility.

Possible UST on Subject Property: A gas/oil area was labelled in the northeast corner of the subject site on some of the Sanborn Maps that were reviewed. It is unknown if this was an aboveground storage area or if there was underground storage of these products. There is therefore, the possibility that a UST or UST(s) may still be on the subject site. If UST(s) are discovered during excavation operations it (they) should be removed, disposed of properly, and sampling around the tank(s) should be performed to confirm that the surrounding environment has not been negatively impacted.

9.0 LIMITATIONS

9.1 GENERAL: These professional services have been performed by Western Technologies Inc. (WT) using that degree of care and skill ordinarily exercised under similar circumstances by reputable environmental consultants practicing in this or similar localities. No other warranty, expressed or implied, is made. The professional services performed do not guarantee compliance with federal, state or local laws. This report is not a bidding document, and any contractor or consultant reviewing this report must draw his own conclusions regarding further investigation or remediation deemed necessary for the project.

The scope of this Phase I Environmental Site Assessment is limited to: observations made during the site visit; observations made during the off-site reconnaissance; interviews with knowledgeable persons, interviews with public agency personnel, and reviews of readily available published and unpublished reports, literature, and aerial photographs. As a result, these conclusions are based on information supplied by others, and interpretations by qualified personnel. Any conclusions and/or recommendations made in this report are subject to modification if subsequent information is obtained by WT.

The focus of the ESA was to assess the potential for hazardous or toxic substance impact resulting from previous and current uses of the subject and adjacent properties. As a result, this assessment does not address the presence of the following conditions unless they were the express concerns of contacted personnel, report and literature authors, or the work scope.

- Naturally occurring toxic or hazardous substances in the subsurface soils, rocks and water,
- Toxicity of substances common in current habitable environments, such as stored household products, building materials, and consumables,
- Regulated constituents or contaminant concentrations that are not currently regulated but may be regulated under future standards.

It is impossible to predict events that may occur after the site visit, such as illegal disposal, accidental spillage or the inaccuracy of the published or unpublished reports, literature or

documents referenced herein. There is no assessment thorough enough to completely exclude the presence of hazardous substances at any site. Therefore, if none are identified as part of a limited scope of work, such a conclusion should not be construed as a guaranteed absence of such materials. It is merely the result of the assessment.

Project services have been completed in agreement with our contracted understanding with La Quinta Inns, Inc. This document and the information contained herein have been prepared for the use of La Quinta Inn, Inc. and their assigned parties.

This Phase I Environmental Site Assessment was completed by a qualified environmental assessor under a limited scope of work in accordance with the work agreement. This report provides opinions of WT concerning recognized environmental conditions at the subject property. It is possible, despite the use of reasonable care and interpretation, WT may have failed to identify regulatory violations or the presence of hazardous substances, underground storage tanks, or other obscured or subsurface areas of potential environmental concern. WT assumes no responsibility for conditions that were not specifically evaluated or conditions that were not generally recognized as environmentally unacceptable at the time this report was prepared.

WT accepts no responsibility or liability to any person or organization for any claim, for loss or damage (including attorney's fees) caused, or believed to be caused, directly or indirectly by: conditions not revealed by the laboratory analyses performed; failure to perform other chemical analyses or utilize different test methods or equipment; or failure to locate or install additional sample points, test pits, soil borings, or monitoring wells.

9.2 EXCEPTIONS TO AND DELETIONS FROM ASTM PRACTICE E1527:

- Report format is different and adapted to individual locale.
- Credentials of the environmental assessors (resumes) and of the company (Statement of Qualifications) have not been included with the report but are available upon request.

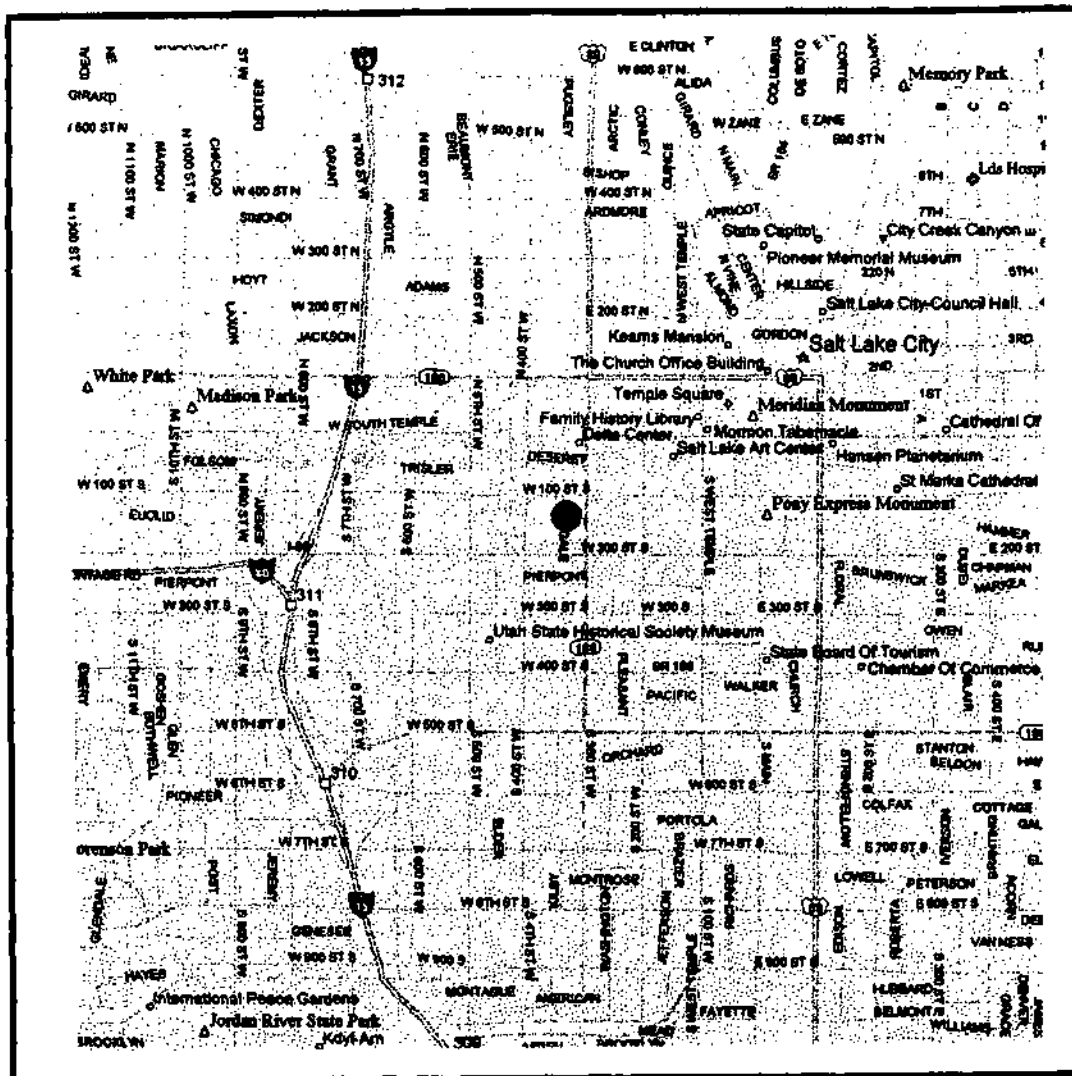
Le Quinta Inns, Inc.
Project No. 4187JL168

- A limited asbestos survey is included as an in-scope item.
- A limited lead-based coatings survey is included as an in-scope item.

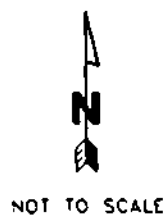
10.0 REFERENCES

- 1 Flood Insurance Rate Map (FIRM), Salt Lake City, Utah, Federal Emergency Management Agency, Community Panel No. 490105 0027 A, dated August 1, 1983.
- 2 Report of Subsurface Soils Exploration, Terracon Project No. 61975021, Terracon Consultants Western, Inc., June 6, 1997.
- 3 Environmental Data Resources, Inc., La Quinta Inns, Inc., SWC 100 S. 300 W., Salt Lake City, Utah, dated July 11, 1997.

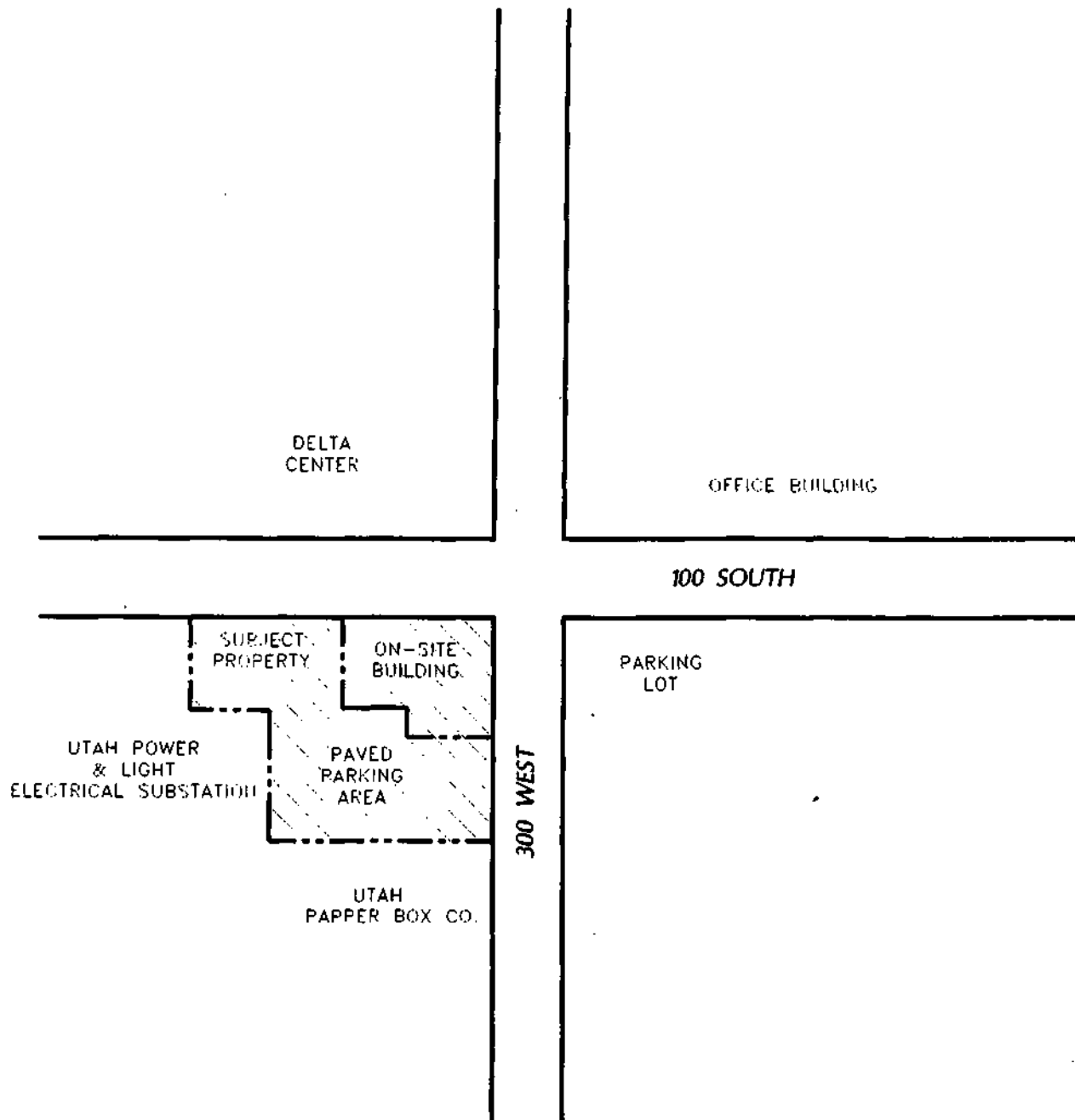
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▲ - SITE VICINITY



Project:	La Quinta Inns, Inc.	
Diagram:	Vicinity Map	
Western Technologies Inc.		
Job No.	4187JL168	Figure 1



NOT TO SCALE

Project:	LA QUINTA INNS, INC.	
Diagram:	Site Plan	
Western Technologies Inc.		
Job No.	4187JL168	Figure 2



Photograph #1 View of subject property looking northeast.



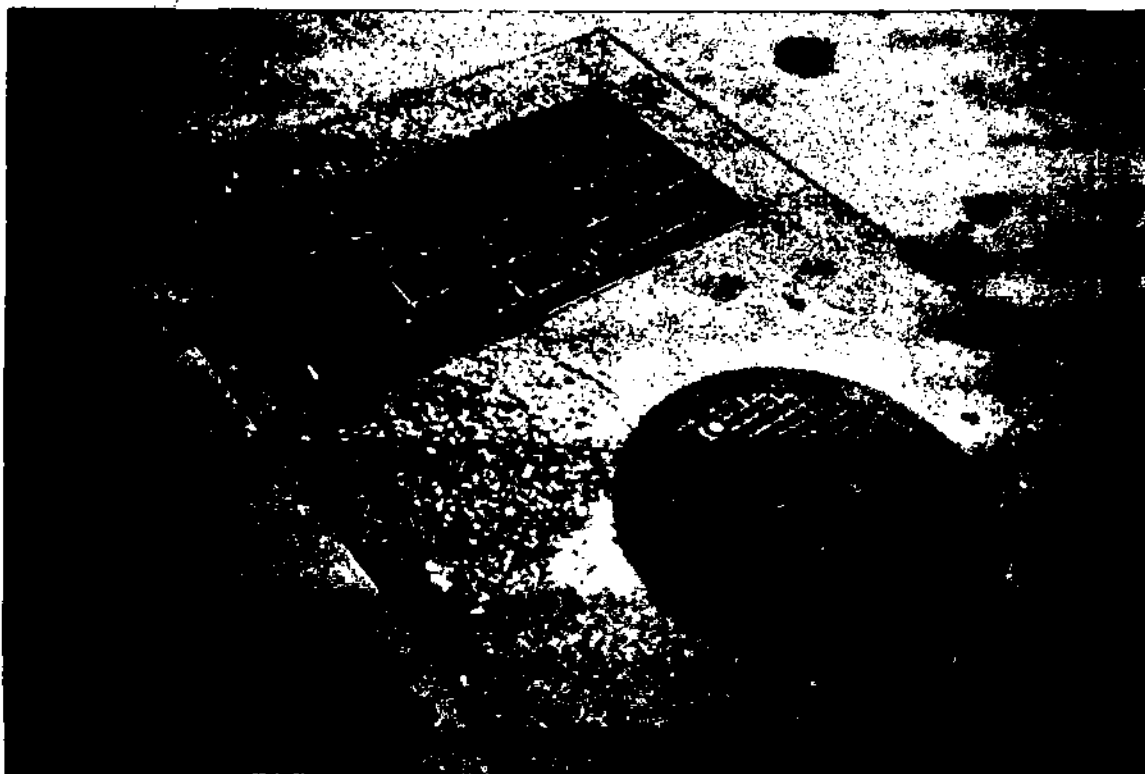
Photograph #2 View of subject property looking east.

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Photograph #3

Interior view of warehouse area.



Photograph #4

View of possible oil/water separator on the site.

4187JL168



Photograph #5 Asbestos-containing sheet vinyl flooring in men's bathroom.

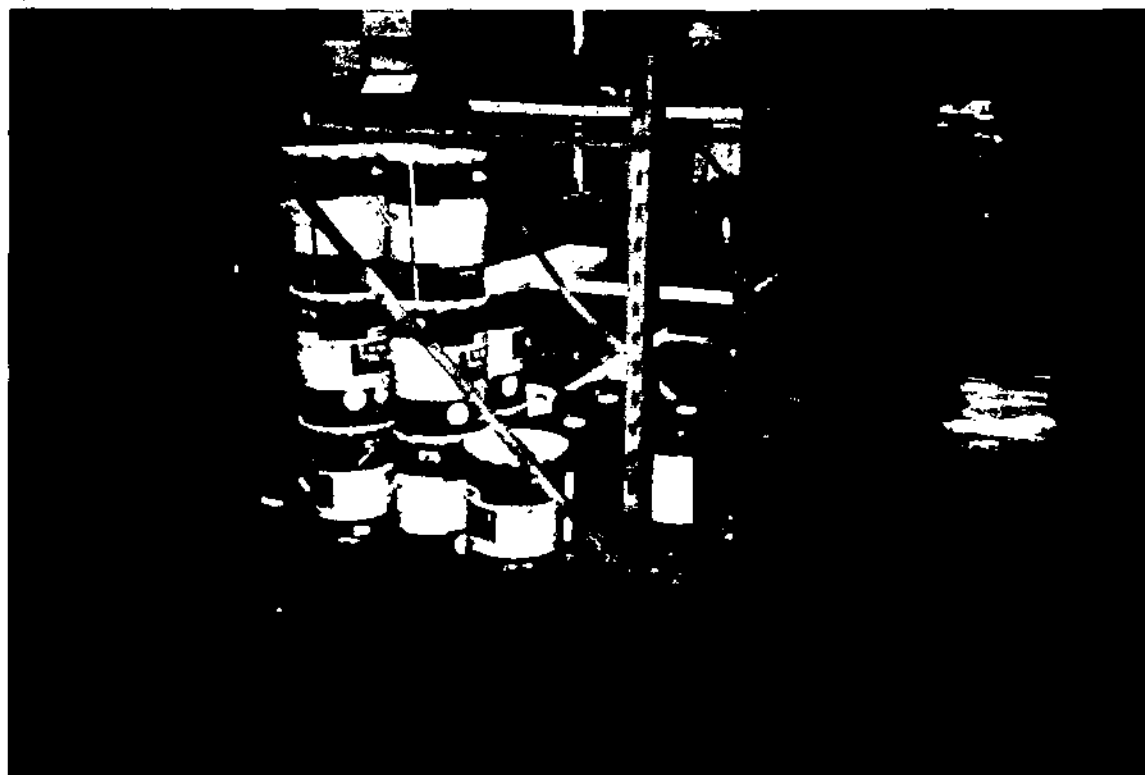


Photograph #6 Lead containing silver paint on brick wall.

4187JL168



Photograph #7 Hazardous materials storage area.



Photograph #8 Hazardous materials storage area.

4187JL168

**SUMMARY TABLE
BULK ASBESTOS SAMPLES
SWC 100 S. 300 W.
SALT LAKE CITY, UTAH**

Sample No.	Sample Location and Type of Material	Asbestos Content
7JL168-01A	Underneath safe, lunchroom area, brown sheet vinyl flooring	25.0%
7JL168-02A	By safe in lunchroom area, brown covebase	0%
7JL168-03A	Lunch room, off-white square pattern sheet vinyl flooring	0%
7JL168-04A	By North door in printer room, floor tile with black mastic and gold carpet glue	18.4%
7JL168-04A [A]	tan floor tile	20.0%
7JL168-04A [B]	black mastic	0%
7JL168-04A [C]	tan mastic	0%
7JL168-05A	Room with couch by women's bathroom, 9" x 9" floor tile with black mastic	19.2%
7JL168-05A [A]	tan floor tile	20.0%
7JL168-05A [B]	black mastic	0%
7JL168-06A	Corner by door in lunchroom to upper warehouse level, joint compound	0%
7JL168-07A	Janitor's closet in lunch room, drywall	Trace < 1%
7JL168-07A [A]	drywall	0%
7JL168-07A [B]	joint compound	2.0%
7JL168-07A [C]	drywall tape	0%
7JL168-08A	Men's bathroom by lunchroom, gold sheet vinyl flooring	40.0%
7JL168-09A	Floor by dock area, concrete floor sealer	0%
7JL168-10A	Warehouse office, 2' x 4' drop-in ceiling panel	0%
7JL168-11A	By sliding door between warehouse sections, mortar and red brick	0%
7JL168-11A [A]	gray mortar with silver paint	0%
7JL168-11A [B]	red brick with silver paint	0%

4187JL168

**SUMMARY TABLE CONT'D
BULK ASBESTOS SAMPLES
SWC 100 S. 300 W.
SALT LAKE CITY, UTAH**

Sample No.	Sample Location and Type of Material	Asbestos Content
7JL168-12A	Wall edge between warehouse and executive offices, joint compound	0%
7JL168-13A	Bruce Hart's office, 9" x 9" floor tile with black mastic	23.5%
7JL168-13A [A]	dark brown floor tile	25.0%
7JL168-13A [B]	black mastic	0%
7JL168-14A	Bruce Hart's office, 9" x 9" light brown floor tile with black mastic	18.4%
7JL168-14A [A]	light brown floor tile	20.0%
7JL168-14A [B]	black mastic	0%
7JL168-15A	East building exterior, gray painted stucco	0%
7JL168-16A	Executive office with printers, 2' x 4' drop-in ceiling panel	0%
7JL168-17A	Flat section of roof, roof penetration tar	22.8%
7JL168-17A [A]	black fibrous tar	35.0%
7JL168-17A [B]	white grit shingle	0%
7JL168-18A	Flat section of roof, roof felt with small embedded pebbles	21.5%
7JL168-18A [A]	black fibrous tar with inseparable woven material and black tar	25.0%
7JL168-18A [B]	black fibrous tar	40.0%
7JL168-18A [C]	white grit shingle	0%
7JL168-19A	Section of roof with rubber bladder, rubber bladder material	0%

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**RESULTS OF BULK ASBESTOS SAMPLE ANALYSIS BY
POLARIZED LIGHT MICROSCOPY (PLM)**

Client: Western Technologies, Inc.

LGN: 324996

Project ID: 4187JL168

Page: 1 of 8

Sample Description:

<u>Sample Number</u>	<u>Sample Date</u>	<u>Description</u>
7JL168-01A	07/10/97	Brown sheet vinyl/underneath safe, lunch break area
7JL168-02A	07/10/97	Brown covebase/by safe in lunch break rm
7JL168-03A	07/10/97	Off-white square pattern sheet vinyl/lunch room
7JL168-04A*	07/10/97	Floor tile with black mastic and gold carpet glue/by N door in printer room [3 parts]
7JL168-04A [A]	07/10/97	[tan floor tile]

Results of PLM Analysis: Visual Area Estimation: Percentages Detected

Sample Number: 7JL168-01A 7JL168-02A 7JL168-03A 7JL168-04A* 7JL168-04A [A]

Asbestiform Minerals:

Amosite					
Anthophyllite					
Chrysotile	25.0			18.4	20.0
Crocidolite					
Tremolite-Actinolite					
TOTAL ASBESTOS	25.0	0	0	18.4	20.0

Other Fibrous Materials:

Fibrous Glass			10.0		
Cellulose	2.0		15.0	Trace <1%	
Synthetics	1.0			Trace <1%	
Other:	Trace <1%			Trace <1%	
Hair					

Percent Nonfibrous Material	71.9	100	75.0	80.7	80.0
-----------------------------	------	-----	------	------	------

* Composite analysis (multilayered sample, see individual layer analyses).

Analyst: Mike Scales
Mike Scales

Date: 07/15/97

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**RESULTS OF BULK ASBESTOS SAMPLE ANALYSIS BY
POLARIZED LIGHT MICROSCOPY (PLM)**

Client: Western Technologies, Inc.

LGN: 324996

Project ID: 4187JL168

Page: 2 of 8

Sample Description:

<u>Sample Number</u>	<u>Sample Date</u>	<u>Description</u>
7JL168-04A [B]	07/10/97	[black mastic]
7JL168-04A [C]	07/10/97	[tan mastic]
7JL168-05A*	07/10/97	9x9 floor tile with black mastic/rm with couch in womens bathroom
7JL168-05A [A]	07/10/97	[tan floor tile]
7JL168-05A [B]	07/10/97	[black mastic]

Results of PLM Analysis: Visual Area Estimation: Percentages Detected

Sample Number: 7JL168-04A [B] 7JL168-04A [C] 7JL168-05A* 7JL168-05A [A] 7JL168-05A [B]

Asbestiform Minerals:

Amosite					
Anthophyllite					
Chrysotile			19.2	20.0	
Crocidolite					
Tremolite-Actinolite					
TOTAL ASBESTOS	0	0	19.2	20.0	0

Other Fibrous Materials:

Fibrous Glass					
Cellulose	Trace <1%	8.0			
Synthetics		6.0			
Other:		Trace <1%			

Hair

Percent Nonfibrous Material	99.9	85.9	80.8	80.0	100
-----------------------------	------	------	------	------	-----

* Composite analysis (multilayered sample, see individual layer analyses).

Analyst:

Mike Scales

Date: 07/15/97

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**RESULTS OF BULK ASBESTOS SAMPLE ANALYSIS BY
POLARIZED LIGHT MICROSCOPY (PLM)**

Client: Western Technologies, Inc.

LGN: 324996

Project ID: 4187JL168

Page: 3 of 8

Sample Description:

<u>Sample Number</u>	<u>Sample Date</u>	<u>Description</u>
7JL168-06A	07/10/97	Joint compound/corner by door in lunchrm to upper level of warehouse
7JL168-07A*	07/10/97	Drywall/Janitor's closet in lunch room [3 parts]
7JL168-07A [A]	07/10/97	[white/tan drywall]
7JL168-07A [B]	07/10/97	[white joint compound]
7JL168-07A [C]	07/10/97	[white drywall tape]

Results of PLM Analysis: Visual Area Estimation: Percentages Detected

Sample Number: 7JL168-06A 7JL168-07A* 7JL168-07A [A] 7JL168-07A [B] 7JL168-07A [C]

Asbestiform Minerals:

Amosite					
Anthophyllite					
Chrysotile		Trace <1%		2.0	
Crocidolite					
Tremolite-Actinolite					
TOTAL ASBESTOS	0	Trace <1%	0	2.0	0

Other Fibrous Materials:

Fibrous Glass					
Cellulose		41.0	45.0	Trace <1%	90.0
Synthetics					
Other:					

Percent Nonfibrous Material	100	58.4	55.0	97.9	10.0
-----------------------------	-----	------	------	------	------

* Composite analysis (multilayered sample, see individual layer analyses).

Analyst: Mike Scales
Mike Scales

Date: 07/15/97



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**RESULTS OF BULK ASBESTOS SAMPLE ANALYSIS BY
POLARIZED LIGHT MICROSCOPY (PLM)**

Client: Western Technologies, Inc.

LGN: 324996

Project ID: 4187JL168

Page: 4 of 8

Sample Description:

<u>Sample Number</u>	<u>Sample Date</u>	<u>Description</u>
7JL168-08A	07/10/97	Gold sheet vinyl/men's bathrm by lunch room [with inseparable tan mastic and paint]
7JL168-09A	07/10/97	Concrete floor sealer/floor by dock area
7JL168-10A	07/10/97	2x4 drop in panel/warehouse office
7JL168-11A*	07/10/97	Mortar and red brick/by sliding door between warehouse sections
7JL168-11A [A]	07/10/97	[gray mortar with silver paint]

Results of PLM Analysis: Visual Area Estimation: Percentages Detected

Sample Number: 7JL168-08A 7JL168-09A 7JL168-10A 7JL168-11A* 7JL168-11A [A]

Asbestiform Minerals:

Amosite					
Anthophyllite					
Chrysotile	40.0				
Crocidolite					
Tremolite-Actinolite					
TOTAL ASBESTOS	40.0	0	0	0	0

Other Fibrous Materials:

Fibrous Glass			20.0		
Cellulose	2.0		40.0		
Synthetics	Trace <1%				
Other:					

Percent Nonfibrous
Material

57.9	100	40.0	100	100
------	-----	------	-----	-----

* Composite analysis (multilayered sample, see individual layer analyses).

Analyst: Mike Scales
Mike Scales

Date: 07/15/97

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**RESULTS OF BULK ASBESTOS SAMPLE ANALYSIS BY
POLARIZED LIGHT MICROSCOPY (PLM)**

Client: Western Technologies, Inc.

LGN: 324996

Project ID: 4187JL168

Page: 5 of 8

Sample Description:

<u>Sample Number</u>	<u>Sample Date</u>	<u>Description</u>
7JL168-11A [B]	07/10/97	[red brick with silver paint]
7JL168-12A	07/10/97	Joint compound/wall edge between warehouse and exec offices [with paint]
7JL168-13A*	07/10/97	9x9 dark brown floor tile and black mastic/Bruce Hart's office
7JL168-13A [A]	07/10/97	[dark brown floor tile]
7JL168-13A [B]	07/10/97	[black mastic]

Results of PLM Analysis: Visual Area Estimation: Percentages Detected

Sample Number: 7JL168-11A [B] 7JL168-12A 7JL168-13A* 7JL168-13A [A] 7JL168-13A [B]

Asbestiform Minerals:

Amosite					
Anthophyllite					
Chrysotile			23.5	25.0	
Crocidolite					
Tremolite-Actinolite					
TOTAL ASBESTOS	0	0	23.5	25.0	0

Other Fibrous Materials:

Fibrous Glass					
Cellulose		Trace <1%			
Synthetics					
Other:					

Percent Nonfibrous Material	100	99.9	76.5	75.0	100
-----------------------------	-----	------	------	------	-----

* Composite analysis (multilayered sample, see individual layer analyses).

Analyst: Mike Scales
Mike Scales

Date: 07/15/97



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**RESULTS OF BULK ASBESTOS SAMPLE ANALYSIS BY
POLARIZED LIGHT MICROSCOPY (PLM)**

Client: Western Technologies, Inc.

LGN: 324996

Project ID: 4187JL168

Page: 6 of 8

Sample Description:

<u>Sample Number</u>	<u>Sample Date</u>	<u>Description</u>
7JL168-14A*	07/10/97	9x9 light brown floor tile with black mastic/Bruce Hart's office
7JL168-14A [A]	07/10/97	[light brown floor tile]
7JL168-14A [B]	07/10/97	[black mastic]
7JL168-15A	07/10/97	Gray painted stucco/east bldg ext
7JL168-16A	07/10/97	2x4 drop in ceiling panel/exec office with printers

Results of PLM Analysis: Visual Area Estimation: Percentages Detected

Sample Number: 7JL168-14A* 7JL168-14A [A] 7JL168-14A [B] 7JL168-15A 7JL168-16A

Asbestiform Minerals:

Amosite					
Anthophyllite					
Chrysotile	18.4	20.0			
Crocidolite					
Tremolite-Actinolite					
TOTAL ASBESTOS	18.4	20.0	0	0	0

Other Fibrous Materials:

Fibrous Glass					40.0
Cellulose					30.0
Synthetics					
Other:					

Percent Nonfibrous
Material

81.6	80.0	100	100	30.0
------	------	-----	-----	------

* Composite analysis (multilayered sample, see individual layer analyses).

Analyst: Mike Scales
Mike Scales

Date: 07/15/97



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Client: Western Technologies, Inc.

LGN: 324996

Project ID: 4187JL168

Page: 7 of 8

Sample Description:

<u>Sample Number</u>	<u>Sample Date</u>	<u>Description</u>
7JL168-17A*	07/10/97	Roof penetration tar/flat section of roof [2 parts]
7JL168-17A [A]	07/10/97	[black fibrous tar]
7JL168-17A [B]	07/10/97	[white grit shingle]
7JL168-18A*	07/10/97	Roof felt with small embedded pebbles/flat section of roof [3 parts]
7JL168-18A [A]	07/10/97	[black fibrous tar with inseparable woven material and black tar]

Results of PLM Analysis: Visual Area Estimation: Percentages Detected

Sample Number: 7JL168-17A* 7JL168-17A [A] 7JL168-17A [B] 7JL168-18A* 7JL168-18A [A]

Asbestiform Minerals:

Amosite					
Anthophyllite					
Chrysotile	22.8	35.0		21.5	25.0
Crocidolite					
Tremolite-Actinolite					
TOTAL ASBESTOS	22.8	35.0	0	21.5	25.0

Other Fibrous Materials:

Fibrous Glass					
Cellulose	16.0	Trace <1%	45.0	22.0	15.0
Synthetics	Trace <1%		2.0		
Other:					

Percent Nonfibrous
Material

60.5	64.9	53.0	56.5	60.0
------	------	------	------	------

* Composite analysis (multilayered sample, see individual layer analyses).

Analyst:

Mike Scales

Date: 07/15/97

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Analytica Solutions, Inc.
325 Interlocken Parkway
Suite 200
Broomfield, CO 80021
(303) 469-8868
(800) 873-8707
FAX: (303) 469-5254

**RESULTS OF BULK ASBESTOS SAMPLE ANALYSIS BY
POLARIZED LIGHT MICROSCOPY (PLM)**

Client: Western Technologies, Inc.

LGN: 324996

Project ID: 4187JL168

Page: 8 of 8

Sample Description:

<u>Sample Number</u>	<u>Sample Date</u>	<u>Description</u>
7JL168-18A [B]	07/10/97	[black fibrous tar (adjacent to shingle)]
7JL168-18A [C]	07/10/97	[white grit shingle]
7JL168-19A	07/10/97	Rubber bladder material/section of roof with rubber bladder

Results of PLM Analysis: Visual Area Estimation: Percentages Detected

Sample Number: 7JL168-18A [B] 7JL168-18A [C] 7JL168-19A

Asbestiform Minerals:		Ashed			
Amosite					
Anthophyllite					
Chrysotile	40.0				
Crocidolite					
Tremolite-Actinolite					
TOTAL ASBESTOS	40.0	0	0		
Other Fibrous Materials:					
Fibrous Glass					
Cellulose		55.0			
Synthetics					
Other:					
Percent Nonfibrous Material	60.0	45.0	100		

* Composite analysis (multilayered sample, see individual layer analyses).

Analyst: Mike Scales
Mike Scales

Date: 07/15/97

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BULK ASBESTOS SAMPLE DATA SHEET

325 Interlocken Parkway
Suite 200
Broomfield, CO 80021
(303) 469-8868
(800) 873-8707
FAX: (303) 469-5254

LGN: 324996

Company: Western Tech.
Contact: Tom Collet
Address: 3011 W. Tompkins
LV, NV.
City: _____
State: _____ Zip: 89103
Phone: (702) 798 8050
Fax: (702) 798 7667

Project: 4187JL168
Purchase Order: 4187P
Turnaround:
☐ Rush
☒ 1 Day
☐ 2 Days
☐ 3 Days
☐ 5 Days

SAMPLE NUMBER	DATE	SAMPLE DESCRIPTION
7JL168-01A	7/10/97	brown sheet vinyl - underneath safe, lunch break area
-02A		down core base - by safe in lunch break rm.
-03A		off-white square & pattern sheet vinyl, lunch room
-04A		floor tile w/ black mastic & gold carpet glue, by N door prayer room
-05A		9"x9" floor tile w/ black mastic rm w/ couch in woman's bathroom
-06A		joint compound, corner by door in lunch rm. to upper part of warehouse
-07A		drywall, janitor's closet in lunch room
-08A		sheet vinyl, men's bathroom by lunch room
-09A		concrete floor sealer, floor by dock area
-10A		2"x4" drop in panel, warehouse office
-11A		mortar & red brick, by sliding door between warehouse sections
-12A		joint compound, wall edge between warehouse & exec office
-13A		9"x9" dark brown floor tile & black mastic, Bruce Hart's office
-14A		9"x9" light brown floor tile w/ black mastic, Bruce Hart's office
-15A		gray painted studs, east bldg. ext.

Special Instructions or Other Information:

Relinquished by: [Signature] 7/10/97 13:00 Date/Time Received by: [Signature] 7/11/97 Date/Time

Relinquished by: _____ Date/Time Received by: _____ Date/Time

Samples will be disposed of after six months unless indicated below.

Return Samples: ☐

057.0496

Return Samples: ☐
057.0496

**SUMMARY TABLE
LEAD-BASED PAINT SAMPLING
SWC 100 S. 300 W.
SALT LAKE CITY, UTAH**

Sample No.	Sample Location	Lead Content (mg/kg)
7JL168-01L	Baseboard, room w/ couch by lunchroom	585.59
7JL168-02L	Silver paint, upper area in warehouse on brick	5458.82
7JL168-03L	Handrail and landing by HVAC thru lunchroom door, light and dark brown	1731.43
7JL168-04L	Silver paint, metal girders in warehouse	1818.18
7JL168-05L	White paint, wall corner next to door in lunchroom to upper level	Not Detected
7JL168-06L	Concrete floor sealer, warehouse loading dock	145.08
7JL168-07L	Silver paint, brick wall behind desk in warehouse	268.82
7JL168-08L	Gray w/ turquoise underlayer, metal framework around loading dock door	2651.69
7JL168-09	Gray-blue w/ gray underlayer, sliding door between warehouse sections	3781.51
7JL168-10L	Gray floor paint, warehouse section by parts counter	Not Detected

4187JL168

Analytica Solutions, Inc.
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FAX: (303) 469-5254



RESULTS OF LEAD ANALYSIS BY
FLAME ATOMIC ABSORPTION
PAINT SAMPLE

Client: Western Technologies, Inc.

LGN: 810832

Project ID: 4187J1168

Page: 1 of 2

<u>Sample Number</u>	<u>Sample Date</u>	<u>Description</u>
7JL168-01L	07/10/97	Baseboard, room w/couch by lunchroom, multi-layer
7JL168-02L	07/10/97	Silver paint, upper area in warehouse on brick
7JL168-03L	07/10/97	Handrail & landing by HVAC thru lunchroom door, light & dark brown
7JL168-04L	07/10/97	Silver paint, metal girders in warehouse
7JL168-05L	07/10/97	White paint, wall corner next to door in lunchroom to upper level

Results of LEAD Analysis:

<u>Sample Number</u>	<u>mg/Kg</u>	<u>Detection Limit</u>
7JL168-01L	585.59	180.18
7JL168-02L	5458.82	117.65
7JL168-03L	1731.43	114.29
7JL168-04L	1818.18	259.74
Insufficient Sample may bias the results.		
7JL168-05L	Not Detected	108.11

Analyst: Sarah Wingate
Sarah Wingate

Date: 07/14/97

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RESULTS OF LEAD ANALYSIS BY
FLAME ATOMIC ABSORPTION
PAINT SAMPLE

Client: Western Technologies, Inc.

LGN: 810832

Project ID: 4187J1168

Page: 2 of 2

<u>Sample Number</u>	<u>Sample Date</u>	<u>Description</u>
7JL168-06L	07/10/97	Concrete floor sealer, warehouse loading dock
7JL168-07L	07/10/97	Silver paint, brick wall behind desk in warehouse
7JL168-08L	07/10/97	Gray w/turquoise underlayer, metal framework around loading dock door
7JL168-09L	07/10/97	Gray-blue w/gray underlayer, sliding door between warehouse sections
7JL168-10L	07/10/97	Gray floor paint, warehouse section by parts counter

Results of LEAD Analysis:

<u>Sample Number</u>	<u>mg/Kg</u>	<u>Detection Limit</u>
7JL168-06L	145.08	103.63
Excessive Substrate may bias the results.		
7JL168-07L	268.82	215.05
Insufficient Sample may bias the results.		
7JL168-08L	2651.69	112.36
7JL168-09L	3781.51	168.07
7JL168-10L	Not Detected	173.91

Analyst: Sarah Wingate
Sarah Wingate

Date: 07/14/97



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Colorado • Wisconsin • Ohio • Alaska



CLIENT: Western Tech.
3611 W. Tompkins Ave.
LV, NV. 89103
 Phone: (702) 798-8050
 Fax: (702) 798-7664
 Results to: Tom Collet
 Phone: _____



325 Interlocken Pkwy., Suite 200
 Broomfield, CO 80021
 (303) 469-8868 or (800) 873-8707
 FAX (303) 469-5254

Page 1 of _____
 LGN: 810832

Project ID: 4187JL168

PO#: 4187P

Turnaround Needed: ☒ 1 day

☐ 2 day ☐ 3 day ☐ 5 day

Result Reporting: check only one [] below for each sample type

A. Water [] mg/L
 B. Soil [] % by weight [] mg/Kg (ppm)
 C. Wipe [] $\mu\text{g}/\text{ft}^2$ [] $\mu\text{g}/\text{wipe}$
 D. Dust/Bulk [] % by weight [] mg/Kg (ppm)
 E. Paint Chip [] % by weight [] mg/cm²
☒ mg/Kg (ppm)

DESIGNATE	
Sample Type	
A. Water	C. Wipe
B. Soil	D. Dust/Bulk
	E. Pt. Chip

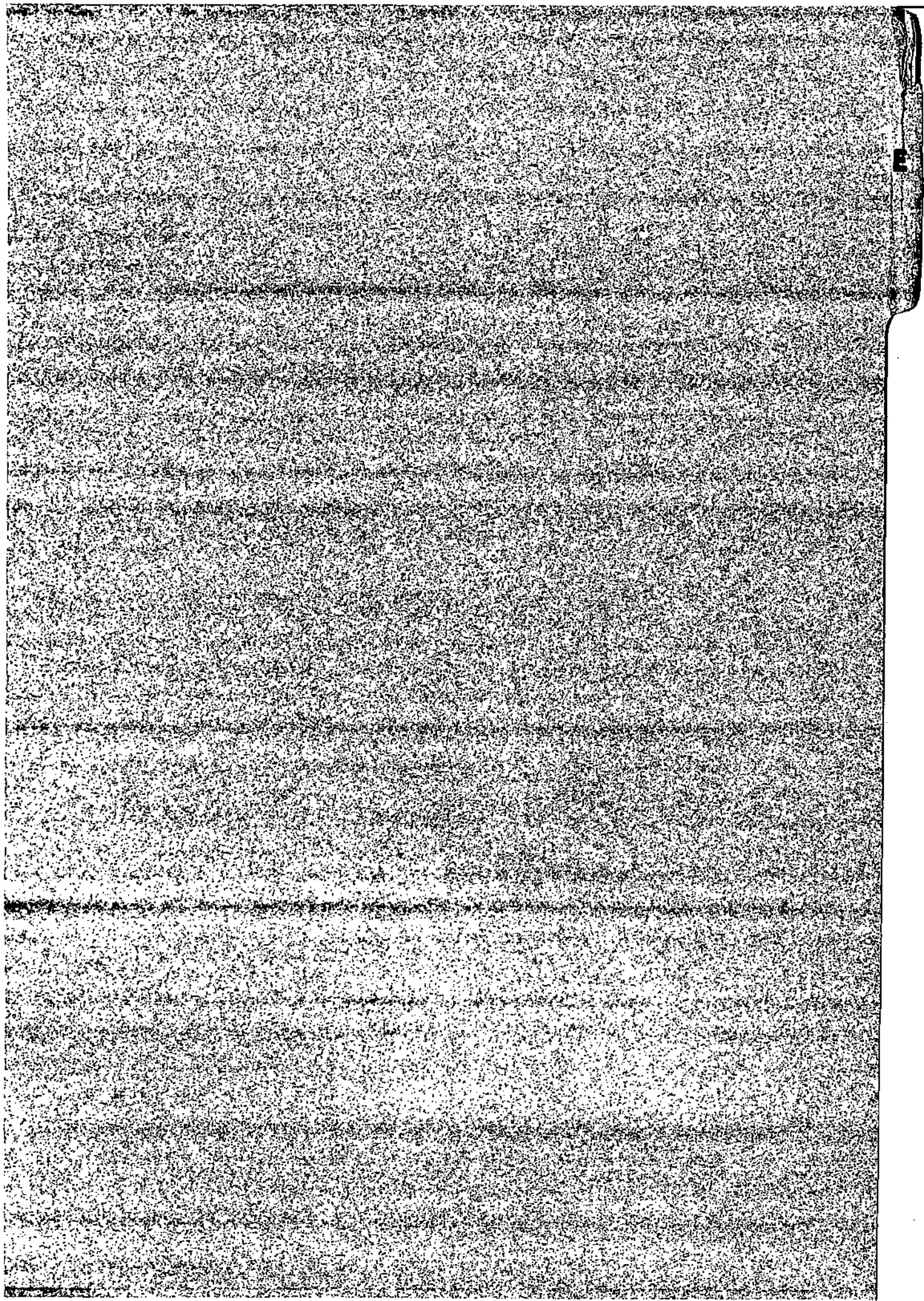
LEAD SAMPLE DATA SHEET

Sample Type	Sample Number	Sample Date	Information for Our Laboratory Report Material Sampled Description	Sample Size ft ² or cm ²
E	7JL168-01L	7/10/97	baseboard - room w/corridor by lunchroom multi-layer	
	-02L		silver paint - upper area in warehouse on brick	
	-03L		handrail + landing by HVAC thru lunchroom door - light + dark brown	
	-04L		silver paint - metal girders in warehouse	
	-05L		white paint - wall corner next to door in lunch room to upper level	
	-06L		concrete floor sealer, warehouse loading dock	
	-07L		silver paint - brick wall behind desk in warehouse	
	-08L		gray w/ turquoise underlayer, metal framework around loading dock door	
	-09L		gray-blue w/ gray under layer sliding door between warehouse sections	
✓	✓ -10L	✓	gray floor paint - warehouse section by parts counter	

Other
Information:

Relinquished by: [Signature] 7/10/97 13:00 (Date/Time)
 Relinquished by: _____ (Date/Time)
 Relinquished by: _____ (Date/Time)

Received by: [Signature] 7/11/97 (Date/Time)
 Received by: _____ (Date/Time)
 Received by: _____ (Date/Time)



LaQUINTA INNS, INC.

* * * * *

LaQUINTA INNS, INC.

* * * * *

FILE NO. D200337

CHAIN OF TITLE CERTIFICATE

Based on a search of the records indicated in the Application executed by the Applicant on the 22nd day of May, 1997, which Application is attached hereto and made a part hereof, the undersigned Associated Title Company, hereby certifies to (Applicant) that the following identified and attached documents constitute all of the Designated Documents requested in the Application:

Designated Documents:

RECORDED DATE INSTRUMENT	ENTRY NO. BOOK - PAGE	FIRST PARTY	SECOND PARTY
07/22/1945 WD	790667 188-231	R.L. Irvine and S.W. Irvine, his wife	Utah Lumber Company
10/24/1945 WD	1015575 443-180	Charles Ellsworth Corporation, a corporation	Utah Lumber Company, a corporation
11/27/1946 WD	1064764 508-399	Charles Ellsworth Corporation, a corporation	Utah Lumber Company, a corporation
11/27/1946 WD	1064765 508-400	Charles Ellsworth Corporation, a corporation	Utah Lumber Company, a corporation
07/29/1947 WD	1089868 551-187	Charles Ellsworth Corporation, a corporation	Utah Lumber Company, a corporation
07/29/1947 CERT	1089869 551-189	L.K. Irvine, Secretary of Utah Lumber Company, a corporation	n/a
04/29/1949 WD	1155573 675-234	Charles Ellsworth Corporation, a corporation	Utah Lumber Company, a corporation
08/31/1979 WD	3331050 4935-1206	Utah Lumber Company, a Utah corporation	Leonard J. Lewis, et al., Trustees of the Van Cott, Bagley, Cornwall and McCarthy Profit Sharing Trust
06/25/1984 WD	3959294 5567-2324	Leonard J. Lewis, et al., Trustees of the Van Cott, Bagley, Cornwall and McCarthy Profit Sharing Trust	Utah Power & Light Company, a Utah corporation
11/28/1984 NOTICE	4020604 5609-1953	Redevelopment Agency of Salt Lake City	n/a



The certification provided by this Certificate is not valid, and the Company shall have no liability hereunder unless there is attached hereto the Application executed the 22nd day of May, 1997.

Executed this 30th day of May, 1997.

Associated Title Company

By:

Vonna Rees
Vonna Rees, Manager
Commercial Real Estate Department

enclosures



WW

**ASSOCIATED TITLE COMPANY****APPLICATION FOR THE ISSUANCE OF
A CHAIN OF TITLE CERTIFICATE**

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property as a part of facilitating any innocent landowner or purchaser defenses which may be available under Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. As only a component thereof, Applicant hereby requests Associated Title Company, the Company, to furnish Applicant with a Chain of Title Certificate, which Certificate will set forth and attach copies of Designated Documents. The Certificate is provided for the sole use and benefit of Applicant only and may not be used or relied upon by, nor shall the Company have any liability to, any other party.

1. The following terms when used in this Application and the Chain of Title Certificate shall mean:

- a. CERCLA - Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.
- b. Certificate - Chain of Title Certificate.
- c. Company - the entity providing and executing the Chain of Title Certificate.
- d. Designated Documents - Those documents specifically designated by the Applicant in paragraph 4 which describe the Subject Property or any portion thereof and which are not Excluded Documents.
- e. Excluded Documents - Any of the following:
 - (i) documents indexed in the Company's title plant records by name only,
 - (ii) documents pertaining to unpatented mining claims,
 - (iii) documents pertaining to water rights, claims or title to water, or
 - (iv) documents recorded and indexed outside the chain of title in such a manner as not to impart constructive notice under state statutes to purchasers of the Subject Property for value and without knowledge.
- f. Land Records - Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers

of the Subject Property for value and without knowledge.

- g. Subject Property - The real property described in the Application, but not including any severed mineral estate.

2. The Subject property is described as follows:

Being 2.27 acres of land more particularly described on Exhibit "A" attached hereto.

3. Applicant hereby requests the Company to issue the Certificate disclosing only the Designated Documents identified below, and which are recorded and indexed and within the chain of title to the Subject Property in the tract indices in the Land Records of Salt Lake County, State of Utah, from 1-1-47 (Date) through most current date (Date), but not including those records and indices maintained and indexed by name. *computer/abstract plant is Certified through*

4. Designated Documents:

- a. ☒ Documents transferring title (deeds)
b. ☒ Leases and Subleases
c. ☐ Mortgages/Deeds of Trust
d. ☒ Others (specify Mineral Estates)
e. ☐ All documents

5. Applicant specifically instructs Company to disclose in the Certificate only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Certificate the Company may find or have knowledge of recorded documents other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on Company to disclose those documents or their content to Applicant either through the Certificate or otherwise.

6. BY THE SUBMISSION AND EXECUTION OF THIS APPLICATION TO THE COMPANY, THE APPLICANT ACKNOWLEDGES AND SUBMITS:

- a. That the Company's sole obligation under the Certificate, and this Application, shall be to conduct a search in accordance with the terms and provisions of this Application and to furnish copies of the Designated Documents to Applicant as a part of the Certificate. The Company shall have no obligation to read, examine, or interpret the Designated Documents.
b. That the Company shall not be obligated under this Certificate to pay any costs, attorney's fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.
c. That the Certificate is not an abstract of title or commitment to issue title insurance.

- d. That the Certificate is limited in scope and is not an examination of title. It is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.
- e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms or provisions of, and subject to all limitations of this Application and the Certificate.

LIMITATION OF LIABILITY

THE APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE CERTIFICATE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, THE APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED CERTIFICATE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. THE APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES THAT, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS CERTIFICATE, THE COMPANY SHALL BE LIABLE TO APPLICANT ONLY IN THE EVENT THAT (I) ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED AS THE RESULT OF THE FAILURE OF THE APPLICANT TO HAVE COMPLIED WITH REQUIREMENTS FOR DUE DILIGENT INQUIRY OF PRIOR OWNERSHIP AND USE IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA AND (II) THE CORRECT STATEMENT OR INCLUSION OF DESIGNATED DOCUMENTS, BUT FOR AN ERROR OR OMISSION BY THE COMPANY, WOULD REASONABLY LEAD APPLICANT TO NOTICE, WHICH APPLICANT DID NOT OTHERWISE HAVE, OF THE EXISTENCE OF THE TOXIC SUBSTANCE OR HAZARDOUS WASTE ON, OVER OR UNDER THE SUBJECT PROPERTY, AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT IN THE AMOUNT EQUAL TO THE CONSIDERATION PAID FOR THE ISSUANCE OF SAID CERTIFICATE.

ACCORDINGLY, THE APPLICANT REQUESTS THAT THE CERTIFICATE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT THE APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE CERTIFICATE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 22nd day of May 1997.

LA QUINTA INNS, INC.
Applicant: Cynthia D. Ste
Legal Assistant

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Center at (303) 312-6473.

100 of Deeds

STATE OF UTAH,
County of Salt Lake

On the 10th day of July, A.D. 1936 personally appeared before me JOHN HENRY, a Notary Public, the person who is within instrument, who he acknowledged to me that he executed the same.

Witness my hand and seal

E. J. Young, Jr.
Notary Public
Salt Lake City, Utah

E. J. Young Jr.
Notary Public, my residence
is Salt Lake City, Utah.

SALT LAKE CITY-STATE OF UTAH

Recorded at the request of Josephine Grif Company, July 21, 1936 at 2:45 PM. in Book 188 of Deeds, Page 231. Recording fee paid 90c (Signed) Jessie Evans, Recorder, Salt Lake County, Utah by W. H. Howard, Deputy.

790667

WARRANTY DEED

R. L. Irvine and S. W. Irvine, his wife, grantors of Salt Lake City, County of Salt Lake, State of Utah, hereby CONVEY and WARRANT to UTAH RANGER COMPANY, grantee of Salt Lake City, Utah, for the sum of Ten Dollars and other good and valuable consideration the following described tract of land in Salt Lake County, State of Utah:

Commencing ten (10) feet East of the Northwest corner of Lot 6, Block 66, Plat "A", Salt Lake City Survey, and running thence South one hundred (100) feet; thence East seventy-two and one-half (72½) feet; thence North one hundred (100) feet; thence West seventy-two and one-half (72½) feet to the place of beginning.

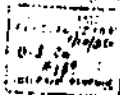
Subject to the mortgage now of record and to current taxes.

WITNES the hands of said grantors, this 10th day of July, A.D. 1936.

Signed in the presence of--

R. L. Irvine
S. W. Irvine

STATE OF UTAH,
County of Salt Lake,



On the 10th day of July, A.D. 1936, personally appeared before me R. L. Irvine and S. W. Irvine, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My commission expires
Aug. 24, 1939.

SEAL AUDREY N. ATKINS
NOTARY PUBLIC
COMMISSION EXPIRES
AUG. 24, 1938
SALT LAKE CITY, STATE OF UTAH

Audrey N. Atkins
Notary Public, my residence is
Salt Lake City, Utah

Recorded at the request of A. L. Lawline, July 22, 1936, at 3:15 PM. in Book 188 of Deeds, Page 231. Recording fee paid 90c (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: C-22,14,13.)

790669

Warranty Deed

CHARLOTTE EVANS MILLS and SIDNEY MILLS, her husband grantors of Los Angeles, County of Los Angeles, State of hereby CONVEY AND WARRANT to HOME OWNERS' LOAN CORPORATION, a corporation created under the laws of the United States of America and located and having its principal office in the City of Washington, D.C., grantors for the consideration hereinafter mentioned the following described tract of land in Salt Lake County, State of Utah:

All of Lot 175, HARBOROUGH PLACE, a subdivision of Lots 4, 5, 6, 17, 18 and 19, Block 15, Five Acre Plat "A", Big Field Survey.

Subject to all unpaid taxes or special assessments assessed against the property.

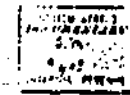
This deed is an absolute conveyance of title in effect as well as in form, and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefor is full release of all debts, obligations, costs and charges heretofore subsisting on account of and by the terms of that certain mortgage heretofore existing on the property herein conveyed, which mortgage was executed by Charlotte Evans Mills and Sidney Mills, her husband, to the Home Owners' Loan Corporation, of Washington, D.C., on the 8th day of January, 1935, and recorded February 14, 1935, in Book 163 of Mortgages, page 217, of the official records of Salt Lake County, State of Utah, and the note secured thereby, this conveyance completely satisfying said obligation and terminating said mortgage and note and any effect thereof in all respects.

Witness, the hands of said grantors, this 11th day of July, A.D. 1936.

Signed in the presence of
C. M. Sullivan

Sidney Mills
Charlotte Evans Mills

STATE OF CALIFORNIA,
County of Los Angeles,



On the 11th day of July, A.D. 1936 personally appeared before me Charlotte Evans Mills and Sidney Mills, her husband the signers of the within instrument, who duly acknowledged to me that they executed the same.

My commission expires
November 15th, 1937

SEAL CHARLOTTE M. SULLIVAN
NOTARY PUBLIC
LOS ANGELES CO. CAL.
EUREKA

Charlotte M. Sullivan
Notary Public, in and for the
Los Angeles County, California

Recorded at the request of Home Owners Loan Corp. July 22, 1936, at 3:17 PM. in Book 188 of Deeds, Page 231. Recording fee paid \$1.10 (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: S-31,300,1.)

790670

Warranty Deed

MC TRUL MOUNDY, also known as M. C. Moundy, a single man, grantor of Eureka, County of Just, State of Utah, hereby CONVEY AND WARRANT to HOME OWNERS' LOAN CORPORATION, a corporation created under the laws of the United States of America and located and having its principal office in the City of Washington, D.C., grantor for the consideration hereinafter mentioned, the following described tract of land in Salt Lake County, State of Utah:

All of Lot 3, Block 3, Cotton's Addition, a Subdivision of Lot 5, Block 11, Five Acre Plat "A", Big Field Survey.

Subject to all unpaid taxes or special assessments assessed against the property.

This deed is an absolute conveyance of title in effect as well as in form, and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefor is full release of all debts, obligations, costs and charges heretofore subsisting on account of and by the terms of that certain mortgage heretofore existing on the property herein conveyed, which mortgage was executed by M. C. Moundy, to the Home Owners' Loan Corporation, of Washington, D.C., on the 8th day of January, 1935, and recorded February 14, 1935, in Book 163 of Mortgages, page 217, of the official records of Salt Lake County, State of Utah, and the note secured thereby, this conveyance completely satisfying said obligation and terminating said mortgage and note and any effect thereof in all respects.

1015575

Record of Sale

Utah State Lands

11/53/1915

Cormack & Co., Inc.

By F. L. Manning

Block 66, Plat A

L. L. L. L. L.

CHARLES ELLEWORTH CORPORATION, a corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, County of Salt Lake, State of Utah, Grantor, hereby conveys and warrants to UTAH LUMBER COMPANY, a corporation of Salt Lake City, Utah, Grantee, for the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

Commencing 7 1/2 feet East of the Northwest corner of Lot 7, Block 66, Plat A, Salt Lake City Survey, and running thence West 22 feet; thence South 180 feet; thence East 22 feet; thence North 180 feet to the point of beginning.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed by its duly authorized officers this 17th day of October, A.D., 1915.



[Signature]
President

CHARLES ELLEWORTH CORPORATION

[Signature]
By Vice President

STATE OF UTAH,
COUNTY OF SALT LAKE

On the 17th day of October, A.D., 1915, personally appeared before me JOHN M. WALLACE and REED E. BOLT, the being by me duly sworn, did say, each for himself, that he, the said JOHN M. WALLACE is the Vice President, and he, the said REED E. BOLT is the Treasurer of the CHARLES ELLEWORTH CORPORATION; and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said JOHN M. WALLACE and REED E. BOLT each duly acknowledged to me that said Corporation executed the same and that the seal affixed in the seal of said Corporation.

Notary Public
Residing at Salt Lake City

1064764

Recorded at Request of Utah Lumber Co NOV 27 1946

as 1101 1101 90th Cornelius G. Lund, Recorder S. L. County, Utah

by Robert, Dep. Book 508 Page 394 Ref. C-32-13-26

PG BX 566

WARRANTY DEED

#9

CHARLES ELLSWORTH CORPORATION, a corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, County of Salt Lake, State of Utah, Grantor, hereby conveys and warrants to UTAH LUMBER COMPANY, a corporation of Salt Lake City, Utah, Grantee, for the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

"Commencing at the Southeast corner of Lot 7, Block 66, Plat A, Salt Lake City Survey, thence West 15 rods, thence North 150 feet, thence East 10 rods, thence North 15 feet, East 5 rods, South 8 1/2 feet, East 10 rods, South 46-3/4 feet, West 10 rods, South 110 feet to beginning."

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 26th day of November, A.D., 1946.

CHARLES ELLSWORTH CORPORATION



Attest:

John M. Wallace
Treasurer

By John M. Wallace
Vice President

STATE OF UTAH

COUNTY OF SALT LAKE

ss.

On the 26th day of November, 1946, personally appeared before me JOHN M. WALLACE and REED E. HOLT, who being by me duly sworn did say, each for himself, that he, the said JOHN M. WALLACE, is the Vice-President; and he, the said REED E. HOLT, is the Treasurer of the CHARLES ELLSWORTH CORPORATION; and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said JOHN M. WALLACE and REED E. HOLT each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.



Arlene J. Foster
Notary Public
Residing at Salt Lake City, Utah

1064765

Recorded at Request of

Utah Lumber Co

NOV 27 1946

at 10:20 AM

Cornelia S. Lund, Recorder B. L. County, Utah

By AP Pratt, Dep.

Book 508 Page 400 Ref: 232-13-17

WARRANTY DEED #9

CHARLES ELLSWORTH CORPORATION, a corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, County of Salt Lake, State of Utah, Grantor, hereby conveys and warrants to UTAH LUMBER COMPANY, a corporation of Salt Lake City, Utah, Grantee, for the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

Commencing 7 1/2 feet East of the Northwest corner of Lot 7, Block 66, Flat A, Salt Lake City Survey, thence East 75 feet, thence South 180 feet, thence West 75 feet, thence North 180 feet to the point of beginning.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 26th day of November, A.D., 1946.

Attest:

CHARLES ELLSWORTH CORPORATION

Treasurer

By

Vice President

STATE OF UTAH

COUNTY OF SALT LAKE

ss.

On the 26th day of November, 1946, personally appeared before me John M. Wallace and Reed E. Holt, who being by me duly sworn did say, each for himself, that he, the said John M. Wallace is the Vice-President; and he, the said Reed E. Holt, is the Treasurer of the Charles Ellsworth Corporation; and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said John M. Wallace and Reed E. Holt each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

Robert L. Lamm
Notary Public
Residing at Salt Lake City, Utah

My Commission expires:

1089868

Recorded at Request of CHARLES ELLSWORTH CORPORATION JUL 29 1947
at 2:30 PM Fee paid \$ 1.20 Harel Taggart Chase, Recorder Salt Lake County, Utah
By M. K. Davis Dep. Book 551 Page 187 Rel. C32-13-32
WARRANTY DEED

CHARLES ELLSWORTH CORPORATION, a corporation organized and existing under the laws of the State of Utah, with its principal place of business at Salt Lake City, Salt Lake County, State of Utah, Grantor, hereby conveys and warrants to UTAH LUMBER COMPANY, Grantee, of Salt Lake City, Utah, for the sum of Ten Dollars and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah, to-wit:

Beginning at the Southeast corner of Lot 8, Block 66, Plat "A", Salt Lake City Survey, and running thence North 110 feet; thence West 165 feet; thence South 110 feet; thence East 165 feet, to the place of beginning.

Together with all easements and appurtenances thereunto belonging or in any manner appertaining.

Taxes, assessments and insurance premiums for the year 1947 shall be prorated as of the date hereof; all subsequent taxes and assessments shall be borne by the Grantee.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate seal and seal to be hereunto affixed by its duly authorized officer, this 26th day of July, 1947.

CHARLES ELLSWORTH CORPORATION

ATTEST:
Jack M. Smith Secretary
By Blanche M. Brown President

STATE OF CALIFORNIA)
COUNTY OF) SS

On the 26 day of July, 1947, personally appeared before me Blanche M. Brown, who being by me duly sworn, did say that she is the President of Charles Ellsworth Corporation and that the within and foregoing instrument was signed in behalf

of said corporation by authority of a resolution of its board of directors and said Blanche M. Brown duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Violet M. Schulz
Notary Public
Residing at:
Burbank, California

My Commission Expires:

My Commission Expires Feb. 24, 1951

STATE OF CALIFORNIA

COUNTY OF

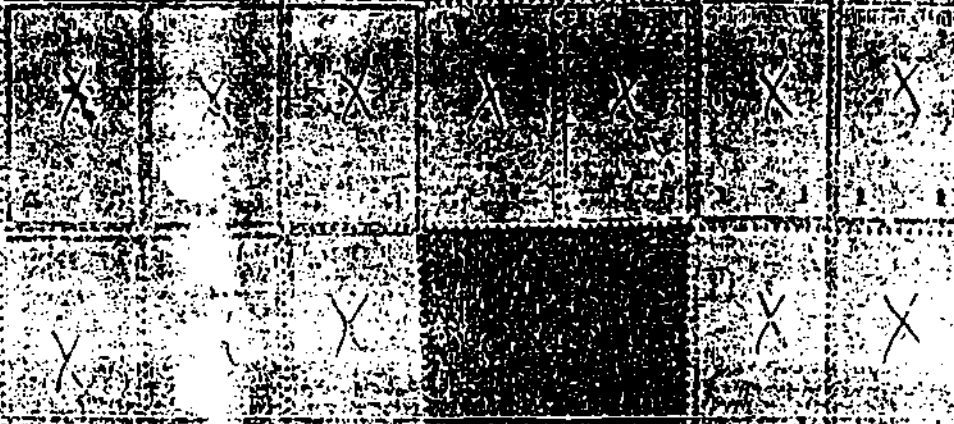
SS.

On the 26 day of July, 1947, personally appeared before me Jack W. Swart, who being by me duly sworn did say that he is the Secretary of Charles Ellsworth Corporation and that the within and foregoing instrument was duly signed in behalf of said corporation by authority of a resolution of its board of directors and said Jack W. Swart duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Violet M. Schulz
Notary Public
Residing at:
Burbank, California

My Commission Expires:

My Commission Expires Feb. 24, 1951



WALKER LUMBER COMPANY

JUL 20 1917

Head Office, Chicago, Illinois; Salt Lake City, Utah

Page 127 of 127

CERTIFICATE

STATE OF UTAH

IN SENATE

Resolved, That the undersigned, being first duly sworn upon oath, do hereby certify that the following is a true and correct copy of the resolution of the Board of Directors of the Walker Lumber Company, a corporation, and that on the 18th day of July, 1917, at a special meeting of the Board of Directors of said company, duly called and held the following resolution was duly and regularly adopted by said board, to-wit:

BE IT FURTHER RESOLVED: That this corporation shall borrow from Walker Bank & Trust Company the sum of \$30,000, bearing interest at 4% per annum, interest payable monthly and the principal payable at the rate of \$1,000 per month until paid in full, and shall secure its obligation by a first mortgage upon the property described hereinafter located in Salt Lake County, Utah, to-wit:

Beginning at the southeast corner of Lot 8, Block 10, Plat A, Salt Lake City Survey and thence thence North 110 feet; thence West 165 feet; thence South 110 feet; thence East 165 feet to the place of beginning,

and that our Vice-President, who is R. L. Irvine, and our Secretary, who is L. K. Irvine, be and they hereby are authorized to execute and deliver to said bank a mortgage in the form of the annexed, and to do all such other and further things as shall be necessary or proper in the premises.

Witness my hand and seal this 19th day of July, 1917.

Attest: July 19, 1917

[Signature]
Secretary

Notary Public

Residing at Salt Lake City, Utah



1155573

Recorded at Request of

Utah Lumber

APR 29 1949

at 1.42 P.M. For Paid \$ 1.10

WATZ TAGGART CHASE, Recorder, Salt Lake County, Utah

by *W. J. Tregegar*

Dep. Book 675 Page 234 Ref. C-32-13-40

Mail tax notice to

Address PO Box 2398 City

WARRANTY DEED

[CORPORATE FORM]

CHARLES ELLSWORTH CORPORATION a corporation
organized and existing under the laws of the State of Utah, with its principal office at
Salt Lake City of County of Salt Lake State of Utah,
grantor, hereby CONVEYS AND WARRANTS to UTAH LUMBER COMPANY

of Salt Lake City, Utah

granted
for the sum of
DOLLARS.

the following described tract of land in Salt Lake
State of Utah:

Commencing 5 Rods East from the Northwest corner of Lot 6, Block 66,
Plat "A", Salt Lake City Survey, thence East 68 feet, thence South 180 feet,
thence West 68 feet, thence North 40 feet, thence West 72.5 feet, thence North
32 feet, thence East 72.5 feet, thence North 100 feet to beginning.



The officers who sign this deed hereby certify that this deed and the transfer represented
thereby was duly authorized under a resolution duly adopted by the board of directors of the
grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed
by its duly authorized officers this 29th day of April, A. D. 19 49.

Attest:

Jack M. Smart
Secretary.

CHARLES ELLSWORTH CORPORATION Corporation

By *Blanche M. Brown*
President.



SALE OF LAND, CALIFORNIA
San Francisco, San Angeles

On the day of April, 1949, A. D.
personally appeared before me Blanche M. Brown and Jack Smart
who being by me duly sworn did say, each for himself, that he, the said Blanche M. Brown
is the president, and he, the said Jack Smart is the secretary
of Charles Ellsworth Corporation Corporation, and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of
directors and said Blanche M. Brown and Jack Smart
each duly acknowledged to me that said corporation executed the same and that the seal affixed
is the seal of said corporation.

My commission expires

My residence is 522 J



WHEN RECORDED, MAIL TO:

600
RECEIVED
SALT LAKE COUNTY
AUG 31 4 09 PM '79

SECURITY TITLE COMPANY

Space Above This Line for Recorder's Use

3331050

Warranty Deed

(Corporate Form)

UTAH LUMBER COMPANY, a Utah Corporation, a corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, grantor, hereby conveys and warrants to

LEONARD J. LEWIS, DENNIS MCCARTHY and DAVID E. SALISBURY, TRUSTEES of the VAN COTT, BAGLEY, CORNWALL and MCCARTHY PROFIT SHARING TRUST

of Salt Lake City, Utah
TEN DOLLARS and other good and valuable considerations
the following described tract of land in Salt Lake
State of Utah:

Grantee
for the sum of
DOLLARS
County,

PARCEL NO. 1:

BEGINNING at a point 10 feet East from the Northwest corner of Lot 6, Block 66, Plat "A", Salt Lake City Survey; thence South 220 feet to North face of concrete foundation wall, thence West along North face of said wall and wall produced 7.7 feet; thence Southerly along the West face of said concrete wall and wall produced 75.95 feet to a point 4 feet North from the North facing of a 13.75 foot outside diameter concrete smokestack, thence West 5.31 feet to a point 4 feet West from the West face of said smokestack; thence South 34.05 feet to South boundary line of Lot 5, said Block 66, thence East 498.51 feet, to the Southeast corner of Lot 8, said Block 66, thence North 156.75 feet, thence West 165 feet, thence North 8.25 feet, thence West 82.5 feet, thence North 165 feet, thence West 237.5 feet to the point of BEGINNING.

(LEGAL DESCRIPTION CONTINUED ON REVERSE SIDE)

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 31st day of August, A. D. 1979.

Attest:

UTAH LUMBER COMPANY, Company

By

Secretary

(Corporate Seal)

DONALD K. IRVINE

President

STATE OF UTAH,

County of Salt Lake

ss.

On the 31st day of August, A. D. 1979
personally appeared before me DONALD K. IRVINE and
who being by me duly sworn did say, each for himself, that he, the said DONALD K. IRVINE
is the president, and he, the said
of UTAH LUMBER COMPANY is the secretary
Company, and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said DONALD K. IRVINE and
each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public

SECURITY TITLE CO.
RJT No. 198272

BOOK 335 PAGE 1206

(LEGAL DESCRIPTION CONTINUED FROM OTHER SIDE)

PARCEL NO. 2:

BEGINNING at a point 198 feet South from the Northwest corner of Lot 5, Block 66, Plat "A", Salt Lake City Survey, thence East 123.75 feet, thence North 21.63 feet, more or less, to a point on a 198.18 foot radius curve to the right, thence Northwesterly along said curve 131.25 feet to the West line of said Lot 5, thence South 106.01 feet to the point of BEGINNING.

SUBJECT TO assessments, covenants, restrictions, rights of way and reservations appearing of record and taxes for the year 1979 and thereafter.

80x4935 11-13

3959294

WARRANTY DEED

LEONARD J. LEWIS, DENNIS MCCARTHY and DAVID E. SALISBURY, TRUSTEES, of the VAN COTT, BAGLEY, CORNWALL AND MCCARTHY PROFIT SHARING TRUST, GRANTOR, hereby CONVEYS and WARRANTS to UTAH POWER & LIGHT COMPANY, a Utah corporation organized and existing under the laws of the State of Utah, with its principal office at 1407 West North Temple, Salt Lake City, State of Utah, GRANTEE, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described tracts of land in Salt Lake County, State of Utah:

Two tracts of land, lying in Lots 5 and 6, Block 66, Plat "A" of the Salt Lake City Survey, situated in the Northwest Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point on the west line of Lot 5, which is South 0°02'07" East 92.01 feet from the northwest corner of said Lot 5, said point of beginning also being North 89°58'22" East along the City Monument line, 68.22 feet and South 0°02'07" East 159.45 feet from the City Monument at the intersection of 100 South Street and 400 West Street; thence running South 0°02'07" East along said west line 106.03 feet; thence North 89°58'22" East 123.80 feet, thence North 0°02'07" West 21.63 feet to a point on the northerly side of the Union Pacific spur track as it presently exists, thence northwesterly along a 198.18 foot radius curve to the right (having a chord bearing of North 55°44'45" West 149.84 feet), a length of 153.66 feet; to the point of beginning. Containing 0.147 of an acre (6,403.32 square feet).

Beginning at a point which is North 89°58'22" East 10.0 feet and South 0°02'07" East 132.02 feet from the northwest corner of Lot 6, Block 66, Plat "A" Salt Lake City Survey; said point of beginning also being North 89°58'22" East along the City monument line 243.29 feet and South 0°02'07" East 199.46 feet from the City Monument at the intersection of 100 South Street and 400 West Street; thence running South 0°02'07" East 7.70 feet; thence South 89°58'22" West 7.70 feet; thence South 0°02'07" East 75.97 feet; thence North 89°58'22" West 5.81 feet; thence South 0°02'07" East 34.06 feet to a point on the south line of said Lot 5, thence North 89°58'22" East along the south line of said Lots

3959294

5 and 6, 106.28 feet to a point which is 14.90 feet South, of the southeast corner of an existing building; thence North 0°25'13" West along the East face of said building line projected, 198.05 feet; thence South 89°38'22" West 91.54 feet to the point of beginning. Containing 0.443 of an acre. (19,297.08 square feet).

Approved As
To Description
May

Total area 0.590 of an acre (25,700.4 square feet).

WITNESS the hand of Grantor this 24th day of May, 1984.

VAN COTT, BAGLEY, CORNWALL
AND MCCARTHY PROFIT SHARING
TRUST

By

Leonard J. Lewis
LEONARD J. LEWIS, Trustee

By

Dennis McCarthy
DENNIS MCCARTHY, Trustee

By

David E. Salisbury
DAVID E. SALISBURY, Trustee

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 24th day of May, 1984, personally appeared before me LEONARD J. LEWIS, Trustee of the VAN COTT, BAGLEY, CORNWALL AND MCCARTHY PROFIT SHARING TRUST, who being by me duly sworn, did say that he is a Trustee of the VAN COTT, BAGLEY, CORNWALL AND MCCARTHY PROFIT SHARING TRUST, and said LEONARD J. LEWIS acknowledged to me that said instrument was executed on behalf of said trust.

My Commission Expires:

Mar 1986

Donna L. De Haven
NOTARY PUBLIC

Residing at:

Salt Lake City, Utah

5567 1212325

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 29th day of May, 1984, personally appeared before me DENNIS MCCARTHY, Trustee of the VAN COTT, BAGLEY, CORNWALL AND MCCARTHY PROFIT SHARING TRUST, who being by me duly sworn, did say that he is a Trustee of the VAN COTT, BAGLEY, CORNWALL AND MCCARTHY PROFIT SHARING TRUST, and said DENNIS MCCARTHY acknowledged to me that said instrument was executed on behalf of said trust.

My Commission Expires:

Sept. 11, 1984

Edna Richardson
NOTARY PUBLIC

Residing at:

Salt Lake City, Utah

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 29th day of May, 1984, personally appeared before me DAVID E. SALISBURY, Trustee of the VAN COTT, BAGLEY, CORNWALL AND MCCARTHY PROFIT SHARING TRUST, who being by me duly sworn, did say that he is a Trustee of the VAN COTT, BAGLEY, CORNWALL AND MCCARTHY PROFIT SHARING TRUST, and said DAVID E. SALISBURY acknowledged to me that said instrument was executed on behalf of said trust.

My Commission Expires:

Nov. 1, 1986

Donna R. DeLorenzo
NOTARY PUBLIC

Residing at:

Salt Lake City, Utah

NOTARY
PUBLIC
STATE OF UTAH

6825567 INT 2326
JUN 25 3 38 PM '84
REC'D
SALT LAKE COUNTY
800
Local 1111

4020604

When recorded, please mail to:

Mr. Michael R. Chitwood
Redevelopment Agency of Salt Lake City
351 South State Street
Salt Lake City, Utah 84111

Dequeline Fox
Dequeline Fox
Recorder
SALT LAKE COUNTY

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY
Nov 28 11 33 AM '84

NOTICE OF ADOPTION OF REDEVELOPMENT PLAN ENTITLED "C.B.D.
NEIGHBORHOOD DEVELOPMENT PLAN" AND DATED MAY 1, 1982

Pursuant to Section 11-19-32.1, Utah Code Anno-
tated, 1953, as amended, the following information is
recorded in the Office of the Recorder of Salt Lake
County:

(1) A Description of the Land Within the Project
Area.

Commencing at the Southwest Corner of the
Intersection of Second West Street and Fifth
South Street; thence North along the West
right-of-way line of Second West Street to
the Southwest Corner of the Intersection of
Second West Street and Fourth South Street;
thence West along the South right-of-way
line of Fourth South Street to the Southwest
Corner of the Intersection of Fourth South
Street and Fourth West Street; thence North
along the West right-of-way line of Fourth
West Street to the Northwest Corner of the
Intersection of Fourth West Street and North
Temple Street; thence East along the North
right-of-way line of North Temple Street to
the Northeast Corner of the Intersection of
North Temple Street and Second West Street;
thence South along the East right-of-way
line of Second West Street to the Northeast
Corner of the Intersection of Second West
Street and South Temple Street; thence East
along the North right-of-way line of South
Temple Street to the Northwest Corner of the
Intersection of South Temple Street and Main
Street; thence North along the West right-
of-way line of Main Street 265 feet; thence
East 132 feet to the East right-of-way line
of Main Street; thence East 340.25 feet;
thence South 29 feet; thence East 14.5 feet;
thence South 50 feet; thence West 15.75
feet; thence South 126 feet to the North
right-of-way line of South Temple Street;

NOV 28 1984

thence East along the North right-of-way line of South Temple Street to the Northeast Corner of the intersection of South Temple Street and State Street; thence South along the East right-of-way line of State Street to the Northeast Corner of the intersection of State Street and Second South Street; thence East along the North right-of-way line of Second South Street to the Northeast Corner of the intersection of Second South Street and Second East Street; thence South along the East right-of-way line of Second East Street to the Northeast Corner of the intersection of Second East Street and Fourth South Street; thence East along the North right-of-way line of Fourth South Street to the Northeast Corner of the intersection of Fourth South Street and Third East Street; thence South along the East right-of-way line of Third East Street to the Southeast Corner of the intersection of Third East Street and Fifth South Street; thence West along the South right-of-way line of Fifth South Street to the Southwest Corner of the intersection of Fifth South Street and State Street; thence North along the West right-of-way line of State Street to the Southwest Corner of the intersection of State Street and Fourth South Street; thence West along the South right-of-way line of Fourth South Street to the Southwest Corner of the intersection of Fourth South Street and Main Street; thence North along the West right-of-way line of Main Street to the Southwest Corner of the intersection of Third South Street and Main Street; thence West along the South right-of-way line of Third South Street to the Southeast Corner of the intersection of Third South Street and West Temple Street; thence South along the East right-of-way line of West Temple Street to the Southeast Corner of the intersection of West Temple Street and Fifth South Street; thence West along the South right-of-way line of Fifth South Street to the place of beginning; all in Salt Lake City, Salt Lake County, Utah, containing all of blocks 37, 38, 41, 48, 49, 50, 52, 53, 55, 57, 58, 59, 60, 61, 66, 67, 68, 69, 70, 75, 76, 77, 78, 79, 84, 85, and part of Block 88, Plat A, Salt Lake City Survey.

60-109-11954

(2) A Statement that the Redevelopment Plan for the Project Area has been Approved. The City Council of Salt Lake City has adopted a redevelopment plan entitled "C.B.D. Neighborhood Development Plan" dated May 1, 1982 by Ordinance No. 44 of 1982, dated June 15, 1982.

(3) The Date of Approval. The Redevelopment Plan was approved on the 15th day of June at the time the Ordinance was adopted and became effective on the 72nd day of July, 1982, on the date that the Ordinance was first published.

Michael R. Chitwood
Michael R. Chitwood
Executive Director, of the
Redevelopment Agency of
Salt Lake City

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 19th day of November, 1984, personally appeared before me, Michael R. Chitwood, the signor of the within instrument, who duly acknowledged to me that he executed the same.

Theda E. Meas
Notary Public
Residing at:

My Commission expires:

9/29/87

04-11/0/84 eo

500 5009 11955

LaQUINTA INNS, INC.

* * * * *

FILE NO. D200722

CHAIN OF TITLE CERTIFICATE

Based on a search of the records indicated in the Application executed by the Applicant on the 22nd day of May, 1997, which Application is attached hereto and made a part hereof, the undersigned Associated Title Company, hereby certifies to (Applicant) that the following identified and attached documents constitute all of the Designated Documents requested in the Application:

Designated Documents:

RECORDED DATE	ENTRY NO.	FIRST PARTY	SECOND PARTY
INSTRUMENT	BOOK - PAGE		
12/31/1948 WD	1068053 513-585	Salt Lake-Ogden Transportation Company, a corporation (Utah)	Willard Richards, Evalyn C. Richards and G. Gill Richards
7/31/1961 ORDER	1791449 1826-404	Estate of Willard Richards, deceased	Frank Edwards
8/04/1961 ORDER	1792508 1828-269	Estate of Willard Richards, deceased	n/a
8/15/1961 EXEC. DEED	1794475 1832-9	Zions First National Bank, the acting executor of the Estate of Willard Richards, deceased	Frank Edwards and Robert F. Edwards
8/15/1961 TR. DEED	1794476 1832-11	Tracy-Collins Bank & Trust Co., the acting testamentary trustee of the Estate of George Gills Richards, deceased	Frank Edwards and Robert F. Edwards
8/15/1961 SWD	1794477 1832-13	Evalyn Crawford Richards	Frank Edwards and Robert F. Edwards
11/20/1961 WD	1812224 1864-114	Frank Edwards and Robert F. Edwards	Robert F. Edwards, Trustee
5/09/1986 NOTICE	4242826 5765-574	Max G. Peterson, City Engineer, Salt Lake City Corporation	n/a



The certification provided by this Certificate is not valid, and the Company shall have no liability hereunder unless there is attached hereto the Application executed the 22nd day of May, 1997.

Executed this 4th day of June, 1997.

Associated Title Company

By:



Vonna Rees, Manager
Commercial Real Estate Department

enclosures



WW

**ASSOCIATED TITLE COMPANY****APPLICATION FOR THE ISSUANCE OF
A CHAIN OF TITLE CERTIFICATE**

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property as a part of facilitating any innocent landowner or purchaser defenses which may be available under Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. As only a component thereof, Applicant hereby requests Associated Title Company, the Company, to furnish Applicant with a Chain of Title Certificate, which Certificate will set forth and attach copies of Designated Documents. The Certificate is provided for the sole use and benefit of Applicant only and may not be used or relied upon by, nor shall the Company have any liability to, any other party.

1. The following terms when used in this Application and the Chain of Title Certificate shall mean:

- a. CERCLA - Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.
- b. Certificate - Chain of Title Certificate.
- c. Company - the entity providing and executing the Chain of Title Certificate.
- d. Designated Documents - Those documents specifically designated by the Applicant in paragraph 4 which describe the Subject Property or any portion thereof and which are not Excluded Documents.
- e. Excluded Documents - Any of the following:
 - (i) documents indexed in the Company's title plant records by name only,
 - (ii) documents pertaining to unpatented mining claims,
 - (iii) documents pertaining to water rights, claims or title to water, or
 - (iv) documents recorded and indexed outside the chain of title in such a manner as not to impart constructive notice under state statutes to purchasers of the Subject Property for value and without knowledge.
- f. Land Records - Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers

of the Subject Property for value and without knowledge.

- a. Subject Property - The real property described in the Application, but not including any severed mineral estate.
2. The Subject property is described as follows:
Being 2.27 acres of land more particularly described on Exhibit "A" attached hereto.
3. Applicant hereby requests the Company to issue the Certificate disclosing only the Designated Documents identified below, and which are recorded and indexed and within the chain of title to the Subject Property in the tract indices in the Land Records of Salt Lake County, State of Utah, from 1-1-47 (Date) through most current date (Date), but not including those records and indices maintained and indexed by name. *Computer/abstract plant is Certified through*
4. Designated Documents:
 - a. ☒ Documents transferring title (deeds)
 - b. ☒ Leases and Subleases
 - c. ☐ Mortgages/Deeds of Trust
 - d. ☒ Others (specify Mineral Estates)
 - e. ☐ All documents
5. Applicant specifically instructs Company to disclose in the Certificate only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Certificate the Company may find or have knowledge of recorded documents other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on Company to disclose those documents or their content to Applicant either through the Certificate or otherwise.
6. BY THE SUBMISSION AND EXECUTION OF THIS APPLICATION TO THE COMPANY, THE APPLICANT ACKNOWLEDGES AND SUBMITS:
 - a. That the Company's sole obligation under the Certificate, and this Application, shall be to conduct a search in accordance with the terms and provisions of this Application and to furnish copies of the Designated Documents to Applicant as a part of the Certificate. The Company shall have no obligation to read, examine, or interpret the Designated Documents.
 - b. That the Company shall not be obligated under this Certificate to pay any costs, attorney's fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.
 - c. That the Certificate is not an abstract of title or commitment to issue title insurance.

- d. That the Certificate is limited in scope and is not an examination of title. It is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.
- e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms or provisions of, and subject to all limitations of this Application and the Certificate.

LIMITATION OF LIABILITY

THE APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE CERTIFICATE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, THE APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED CERTIFICATE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. THE APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES THAT, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS CERTIFICATE, THE COMPANY SHALL BE LIABLE TO APPLICANT ONLY IN THE EVENT THAT (I) ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED AS THE RESULT OF THE FAILURE OF THE APPLICANT TO HAVE COMPLIED WITH REQUIREMENTS FOR DUE DILIGENT INQUIRY OF PRIOR OWNERSHIP AND USE IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA AND (II) THE CORRECT STATEMENT OR INCLUSION OF DESIGNATED DOCUMENTS, BUT FOR AN ERROR OR OMISSION BY THE COMPANY, WOULD REASONABLY LEAD APPLICANT TO NOTICE, WHICH APPLICANT DID NOT OTHERWISE HAVE, OF THE EXISTENCE OF THE TOXIC SUBSTANCE OR HAZARDOUS WASTE ON, OVER OR UNDER THE SUBJECT PROPERTY, AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT IN THE AMOUNT EQUAL TO THE CONSIDERATION PAID FOR THE ISSUANCE OF SAID CERTIFICATE.

ACCORDINGLY, THE APPLICANT REQUESTS THAT THE CERTIFICATE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT THE APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE CERTIFICATE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 22nd day of May 1997.

LA QUINTA INNS, INC.
Applicant: Cynthia D. Steen
Legal Assistant

1068053

Recorded at Request of Willard Richards

DEC 31 1946

Payed \$ 1.00

Cornelia B. Lund, Recorder S. L. County, Utah

E. S. Murray, Dep.

Book 73 Page 33 For C-22-13-26

the State of

WARRANTY DEED

SALT LAKE-ODGEN TRANSPORTATION COMPANY, a corporation of the State of Utah, Grantor, hereby conveys and warrants unto WILLARD RICHARDS, EVALYN C. RICHARDS and G. GILL RICHARDS, of Salt Lake County, Utah, Grantees, as tenants in common, in the shares hereinafter provided, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the following described tracts of land in Salt Lake County, Utah, to-wit:

Beginning at the Northeast corner of Lot 7, in Block 66, Plat "A", Salt Lake City Survey, and running thence West 5 rods; thence South 10 rods; thence East 5 rods; thence North 10 rods to the place of beginning.

Commencing at the Northeast corner of Lot 8, Block 66, Plat "A", Salt Lake City Survey, and running thence South 10.5 rods; thence West 10 rods; thence North 10.5 rods; thence East 10 rods to the place of beginning; together with water rights, privileges and appurtenances.

TO HAVE AND TO HOLD in undivided shares as follows, to-wit: Willard Richards, 65%, Evalyn C. Richards 15% and G. Gill Richards, 20%.

IN WITNESS WHEREOF the grantor has executed this deed this 31st day of December, 1946.

SALT LAKE-ODGEN TRANSPORTATION COMPANY

By Willard Richards
President



Willard Richards
Secretary

STATE OF UTAH

COUNTY OF SALT LAKE

On this 31st day of December, 1946, personally appeared before me Willard Richards, who being by me duly sworn did say that he is the president of the Salt Lake-Ogden Transportation Company, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of the board of directors.

its board of directors, and said Willard Richards acknowledged to me that said corporation executed the same in furtherance of the decree of dissolution of the Third Judicial District Court of the State of Utah, dated June 11, 1946.



Richard L. Reed
Notary Public
Residing at Salt Lake City, Utah

My commission expires:

Feb. 19, 1949.

recorded at Request of ENSIGN ABSTRACT CO. DEC 31 1946

at 5.15 per page 90 Correlia G. Lund, Recorder of Salt Lake County, Utah

1068062

By L. Reed Book 73 Page 366-19-29

Mortgage

(SHORT FORM)

KATHLYN N. TEV, mortgagee
of Salt Lake County ; County of Salt Lake State of Utah, hereby

MORTGAGES to SALT LAKE REAL ESTATE & INVESTMENT COMPANY

of Salt Lake City, Utah

for the sum of ----- (\$500.00) FIVE HUNDRED & NO/100----- DOLLARS.

the following described tract of land in Salt Lake County, State of Utah:

beginning on West line of Horn Silver Survey 12 rods North from granite monument marked IX about 30.97 chains South and 85.80 chains West from the Northeast corner of the Southeast quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Meridian; and running thence North 85° West 11.30 rods, thence North 6 rods, thence South 85° East 11.30 rods, thence South 6 rods to the place of beginning, containing 60 square feet.

1791177

Recorded ¹⁸³² AUG 15 1961 at ¹³ 4:27 PM
 Request of A. P. Lakin, Trustee
 Fee Paid, Nellie M. Jack
 Recorder, Salt Lake County, Utah
 \$ 2.00 By [Signature]
 Ref. _____

SPECIAL WARRANTY DEED

EVALYN CRAWFORD RICHARDS, Grantor, of Salt Lake City, Utah, hereby conveys and warrants against all claiming by, through, or under her to FRANK EDWARDS and ROBERT F. EDWARDS, as joint tenants with rights of survivorship, Grantees of San Francisco, California, for the sum of \$20,100.00 all of her 15% interest in the following described tract of land in Salt Lake County, State of Utah:

The East 5 rods of the North 10 rods of Lots 7 and the North 10-1/2 rods of Lot 8, Block 66, Plat A, Salt Lake City Survey.

Subject to taxes for the fiscal year 1961 and to all conditions, restrictions and reservations of record.

WITNESS the hand of said Grantor this 14th day of August, 1961.

Evalyn Crawford Richards
 EVALYN CRAWFORD RICHARDS

STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

On the 14th day of August, 1961, personally appeared before me EVALYN CRAWFORD RICHARDS the signer of the above Special Warranty Deed who duly acknowledged to me that she executed the same.

Edward P. Weston
 NOTARY PUBLIC
 Residing at:

My Commission Expires:
1/11/63



22.55

 RICHARD, BRAD ANN HART
 ATTORNEYS AND COUNSELORS AT LAW
 SALT LAKE CITY 11, UTAH
 716 NEWHOUSE BUILDING
 ELAM 1-4373

1832

Page 11

AUG 15 1961

Recorded

Request of

For Paid, Nellig M. Jask.

Recorder, Salt Lake County, Utah

Ref.

By

1794176

TRUSTEE'S DEED

This indenture made this 11th day of August, 1961, at the City of Salt Lake, County of Salt Lake, State of Utah, by and between Tracy-Collins Bank & Trust Co., the duly appointed, qualified and acting testamentary trustee of the estate of George Gill Richards, deceased, the Party of the First Part, and Frank Edwards and Robert F. Edwards, as joint tenants with rights of survivorship, the Party of the Second Part,

WITNESSETH:

THAT WHEREAS, said Party of the First Part as testamentary trustee of George Gill Richards, deceased, has accepted an offer wherein Frank Edwards agreed to purchase the real estate hereinafter described of which this trust owns a 20% interest for a total purchase price of \$134,000.00 cash;

AND THEREFORE, Tracy-Collins Bank & Trust Co. as testamentary trustee of George Gill Richards, deceased, for and in consideration of the sum of \$26,800.00, the receipt of which is hereby acknowledged, does hereby grant and convey unto the said Party of the Second Part all the right, title and interest of the said George Gill Richards, deceased, together with all the right, title and interest of the said Party of the First Part, in and to that certain piece or parcel of land lying in Salt Lake County, more particularly described as follows:

The East 3 rods of the North 10 rods of Lot 7 and the North 10-1/2 rods of Lot 8, Block 66, Plat A, Salt Lake City Survey.

Together with all improvements whatsoever to the same belonging or in any wise appertaining. Subject to taxes for the fiscal year 1961. Subject also to all conditions, restrictions, and reservations of record.

IN WITNESS WHEREOF, the said Party of the First Part, as Testamentary Trustee, has executed these presents the day and year first above written.

TRACY-COLLINS BANK & TRUST CO.

J. CARTER
Executive Vice-PresidentHENRY E. OGAARD
Recorder

RICHARDS, DINE AND HART
ATTORNEYS AND COUNSELLORS AT LAW
SALT LAKE CITY 11, UTAH
715 NEWHOUSE BUILDING
ELDM 1-4371



2970

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 11th day of August, 1961, personally appeared before me Samuel J. Carter and Henry E. Ogaard, who being by me duly sworn did say that they are respectively the Executive Vice-President and Secretary of Tracy-Collins Bank & Trust Co. and that said instrument was signed in behalf of said corporation, by authority of its bylaws and said Samuel J. Carter and Henry E. Ogaard acknowledged to me that said corporation executed the same.

Ruth A. Kelsoy
NOTARY PUBLIC
Residing at: Provo, Utah City

My Commission Expires:

5/13/62

BOOK 1832 PAGE 9

Recorded AUG 15 1961
Request of A. P. LAKIN, Trustee
Fee Paid, Nollie M. Jacob
Recorder, Salt Lake County, Utah
\$ 9.00 By [Signature]
Ref.

EXECUTOR'S DEED

This indenture made this 14th day of August, 1961, at the City of Salt Lake, County of Salt Lake, State of Utah, by and between Zions First National Bank, the duly appointed, qualified, and acting executor of the Estate of Willard Richards, deceased, the Party of the First Part, and Frank Edwards and Robert F. Edwards, as joint tenants with rights of survivorship, the Party of the Second Part, WITNESSETH:

THAT WHEREAS, the District Court in and for Salt Lake County, State of Utah, on petition of Party of the First Part, and upon notice duly given, did on the 5th day of July, 1961, consider in open court the sale of the real estate hereinafter described, of which this Estate owns a 55% interest;

AND WHEREAS, in open court Frank Edwards bid the sum of \$134,000.00 cash for said real property; thereupon said District Court did make an order confirming said sale unto Frank Edwards and directing a conveyance to be executed to the said Frank Edwards, a certified copy of which order was recorded on the 31st day of July, 1961, in Book 1825, Page 404, Entry No. 1791449 in the office of the County Recorder of Salt Lake County; and said District Court has made a subsequent order correcting the description of the real property used in the order confirming sale, a certified copy of which correction order was recorded on the 4th day of August, 1961, in Book 1828, Page 269, Entry No. 1792509 in the office of the County Recorder of Salt Lake County;

NOW THEREFORE, the said Zions First National Bank, as executor of the Last Will and Testament of Willard Richards, deceased, as aforesaid, Party of the First Part, pursuant to the order of the District Court in and for Salt Lake County, State of Utah, for and in consideration of the sum of \$87,100.00 to it in hand paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does hereby grant and convey unto the said Party of the Second Part all the right, title, and interest of the Party



RICHARDS, BIRD AND HART
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 11, UTAH
716 NEWHOUSE BUILDING
BLK 14-111



of the First Part and all of the right, title, and interest of the estate of Willard Richards, deceased, in and to that certain piece or parcel of land lying and being in the County of Salt Lake, State of Utah, more particularly described as follows:

The East 5 rods of the North 10 rods of Lot 7 and the North 10-1/2 rods of Lot 8, Block 66, Plat A, Salt Lake City Survey.

Together with all improvements whatsoever to the same belonging or in any wise appertaining. Subject to taxes for the fiscal year 1961. Subject also to all conditions, restrictions, and reservations of record.

IN WITNESS WHEREOF, the said Party of the First Part, has executed these presents the day and year first above written.

ZIONS FIRST NATIONAL BANK, NA

By Claron O. Spencer
CLARON O. SPENCER
Vice-President & Trust Officer

By Francis M. Chipman
FRANCIS M. CHIPMAN
Trust Officer

Executor of the Estate of
Willard Richards, deceased

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 14th day of August, 1961, personally appeared before me Claron O. Spencer and Francis M. Chipman, who being by me duly sworn did say that they are respectively a Vice-President and Trust Officer and a Trust Officer of Zions First National Bank and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said Claron O. Spencer and Francis M. Chipman acknowledged to me that said corporation executed the same.

Edward P. Weston
NOTARY PUBLIC
Residing at:

My Commission Expires:

1/11/63

Recorded AUG 4 1961 at 12:08 PM
 Request of ZIONS FIRST NATL BANK
 For Paid, Noble M. Jack, JAF
 Reporter, Salt Lake County, Utah
 \$4.00 By *W. L. Garfield* Deputy
 Ref. #706 So Temple, Salt Lake City

IN THE DISTRICT COURT, PROBATE DIVISION

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

-----000000000-----

In the Matter of the Estate of : ORDER CORRECTING DESCRIPTION OF REAL PROPERTY
 :
 WILLARD RICHARDS, Deceased. :
 : CASE NO. 43583

-----000000000-----

The petition of ZIONS FIRST NATIONAL BANK, the duly appointed, qualified and acting Executor of the Estate of WILLARD RICHARDS, deceased, setting forth the use by the said Executor in all prior proceedings in this matter of an inadequate description of certain real property belonging to the estate coming before the court this 3rd day of August, 1961, in chambers and based upon motion of Lon Rodney Kump of Richards, Bird and Hart:

The court finds that the real property description used to describe certain real property in which the Estate owns a 65% interest situated at the Southwest corner of 1st South and 2nd West in Salt Lake City, Utah, in all prior proceedings in this matter is inadequate, in that it fails to contain a small parcel completely within all of the parcels recognized as belonging to the estate;

And the court further finds that a more proper and less cumbersome description for this real property is as follows:

The East 8 rods of the North 10 rods of Lot 7 and the North 10-1/2 rods of Lot 8, Block 66, Plat A, Salt Lake City Survey.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the real property description used in all prior pleadings in this matter and in particular in this court's order dated July 19, 1961, confirming the sale of real estate on bid in open court be and it hereby is modified to read as follows:

The East 8 rods of the North 10 rods of Lot 7 and the North 10-1/2 rods of Lot 8, Block 66, Plat A, Salt Lake City Survey.

STATE OF UTAH
COUNTY OF SALT LAKE

ss.

I, Alvin Reddington, Clerk in and for the County of Salt Lake and Ex-Officio Clerk of the District Court of the Third Judicial District in and for Salt Lake County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original ORDER CORRECTING DESCRIPTION
OF REAL PROPERTY

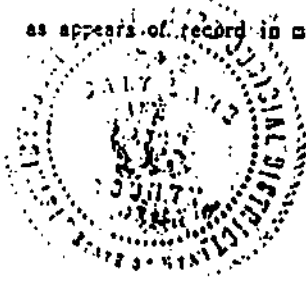
IN THE MATTER OF THE ESTATE

OF

No. 43583

WILLARD RICHARDS, Deceased

as appears of record in my office.



IN WITNESS WHEREOF, I have hereunto set my hand

and affixed my official seal, this 1st

day of AUGUST, A. D. 1961.

ALVIN REDDINGTON

Clerk

James W. [Signature] Deputy Clerk

Dated August 3rd, 1961.

(SEAL)

/s/ RAY VAN COTT, JR
DISTRICT JUDGE

ALVIN KEDDINGTON
CLERK

DOUGLAS THOMSEN
DEPUTY CLERK

FILED IN THE CLERK'S OFFICE
Salt Lake County, Utah

AUG - 3 1961

ALVIN KEDDINGTON, Clerk 3rd Dist. Court
By DOUGLAS THOMSEN
Deputy Clerk

1791449

BOOK 1826 PAGE 404

JUL 31 1961

Recorded at Request of ZIONS FIRST NATL BANK
 at 10:09 A.M. on 7-28 JAMES H. R. SMITH, Recorder Salt Lake County, Utah
Leah F. Edwards Sec.

IN THE DISTRICT COURT, PROBATE DIVISION,
 IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

-----000000000-----

In the Matter of the Estate of
 WILLARD RICHARDS, deceased.

ORDER CONFIRMING
 SALE OF REAL ESTATE
 ON BID IN OPEN COURT

Case No. 43583

-----000000000-----

The Return and Account of Sale, and Petition for Order Confirming Sale of Real Estate of Zions First National Bank, the duly appointed, qualified, and acting Executor of the Estate of WILLARD RICHARDS, deceased, setting forth its proceedings on the sale of the Estate's interest in certain real property hereinafter particularly described, came on regularly to be heard the 5th day of July, 1961.

It is proved to the satisfaction of the court, and the court finds:

That the time for hearing said Return and Account was regularly set by the clerk for the 5th day of July, 1961, and that notice of the time and place of the said hearing was regularly given for the time and in the manner provided by law;

After examining the Return and Account, the court finds that the Executor accepted on May 26, 1961, subject to confirmation of this court, an Earnest Money Receipt and Offer to Purchase wherein Frank Edwards agreed to purchase the real property hereinafter particularly described, of which this estate owns a 66% interest, for a total purchase price of \$85,000.00, payable \$17,000.00 down and \$700.00 per month until paid in full with interest at the rate of 6% per annum on unpaid portions of the purchase price;

That the 66% interest in this real property owned by the estate has been appraised within one year of the time of this sale at a value of \$48,750.00, and the sum so offered for this 66% interest amounts to \$46,350.00; That the sum so offered is more than 80% of the appraised value of said property;

-2-

That the sale is for the advantage, benefit, and best interest of the estate and those interested therein because the funds in hand and the income of the estate are insufficient to pay the annual expenses incurred, and the estate is in no position to purchase the other outstanding interests in the real property or to expend the sums required to improve the buildings on the property so as to make the real property a sound investment for the estate;

That the Executor entered into a listing contract with Hogle Investment Co. in order to secure their services and the services of all other members of the Multiple Listing Bureau in securing a purchaser for the real property, which contract provided for the payment out of the proceeds of an actual sale of a commission in the amount of 6% of the total proceeds of the sale, and the 6% commission is a fair and reasonable amount to be allowed as a commission and is the usual commission allowed for the procuring of a purchaser of real estate;

That the Executor has secured the written approval to all terms and conditions of the above described listing contract of Tracy Collins Bank & Trust Company as Testamentary Trustee for the Estate of George Gill Richards, which has a 20% interest in the hereinafter described real property, and of Mrs. Evelyn C. Richards, who holds the remaining 8% interest in the real property;

That the said Executor entered into a written lease dated October 1, 1960, to Ray L. Patterson and Lynn G. Lewis, Lessees, as to a portion of the real property hereinafter particularly described, which lease allowed the Lessors to sell the property at any time subject to the option of the said Ray L. Patterson and Lynn G. Lewis to meet or exceed the terms of any bona fide offer, in which case the lessors agreed to sell to them rather than the other offeror; and that notice of the sale to Frank Edwards was given to the said Ray L. Patterson and Lynn G. Lewis in accordance with the terms of the lease, and neither the said Ray L. Patterson or Lynn G. Lewis were

personally present in court or represented by counsel or any other person in an effort to meet or exceed the terms of any bona fide offer for sale of the property;

WHEREUPON, upon bids being asked for in open court, Frank Edwards, in writing, offers the sum of \$134,000.00 cash for the said real property, and he being a responsible person and no higher offer being made, the court accepts his offer and sells the estate's interest to the said Frank Edwards accordingly, the estate to receive 65% of the \$134,000.00 minus the real estate commission hereinafter provided for;

It is therefore ordered, adjudged and decreed that the sale of the real property hereinafter described so made in open court to Frank Edwards for the sum of \$134,000.00 cash be and the same is hereby confirmed and that upon the payment of the \$134,000.00 by the said Frank Edwards the said Ziona First National Bank as Executor of the Estate of Willard Richards, deceased, execute to said purchaser an Executor's Deed conveying all the right, title and interest of the said decedent and the interest of said estate in and to the real property described as follows to wit:

Commencing at the Northeast corner of Lot 7, Block 66, Plat A, S.L.C. Survey, thence West 5 rods, thence South 10 rods, thence East 5 rods, thence North 10 rods to the place of beginning -

Commencing at the Northwest corner of Lot 8, Block 66, Plat A, S.L.C. Survey, thence East 40 feet, thence South 103 feet, thence West 40 feet, thence North 103 feet to the place of beginning -

Commencing at the Northeast corner of Lot 8, Block 66, Plat A, S.L.C. Survey, thence South 7-1/2 rods, thence West 10 rods, thence North 13 feet, thence East 40 feet, thence North 111.75 feet, thence East 125 feet to the place of beginning -

Commencing 7.5 rods South of the Northeast corner of Lot 8, Block 66, Plat A, S.L.C. Survey, thence South 3 rods, thence West 10 rods, thence North 3 rods, thence East 10 rods to the place of beginning.

It is further ordered, adjudged and decreed that 5% of the total proceeds of the sale be and the same is hereby fixed and allowed by the court as a commission to the real estate agents for procuring the said

purchaser as aforesaid in accordance with the said contract, and the said
Executor is directed to pay the same from the proceeds of the sale.

Dated July 19 th, 1961.

(S E A L)

ALVIN REDDINGTON
CLERK

DOUGLAS THOMSEN
Deputy Clerk

/s/ MARCELLINE K. SNOW
DISTRICT JUDGE

FILED IN THE CLERK'S OFFICE
Salt Lake County, Utah

JUL 10 1961

ALVIN REDDINGTON, Clerk 2nd Dist. Court
By DOUGLAS THOMSEN
Deputy Clerk

STATE OF UTAH

COUNTY OF SALT LAKE

ss.

I, Alvin Keddington, Clerk in and for the County of Salt Lake and Ex-Officio Clerk of the District Court of the Third Judicial District in and for Salt Lake County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original ORDER CONFIRMING SALE OF REAL ESTATE ON BID IN OPEN COURT

IN THE MATTER OF THE ESTATE

OF

NO. 43583

WILLARD RICHARDS, Deceased.

as appears of record in my office.



IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal, this _____

day of July, A. D. 19 61
ALVIN KEDDINGTON

Clerk

Jacob W. [Signature] Deputy Clerk

1-1-1
1000-170



BOOK 1864 PAGE 114
1812224

NOV 20 1961

Recorded at *1559*
San Mateo, California
By *[Signature]*

WARRANTY DEED

Rel. *151*
San Mateo

FRANK EDWARDS and ROBERT F. EDWARDS, Grantors, of California
San Mateo, California, hereby convey and warrant against all
claiming by, through, or under them, to ROBERT F. EDWARDS, Trustee
under that certain trust indenture made under date of August 1,
1961, by FRANK EDWARDS and HELEN R. EDWARDS, Trusters, and
ROBERT F. EDWARDS, Trustee, for good and valuable consideration,
the following described land in Salt Lake County, State of Utah:

The East Five (5) of the North
Ten (10) of the Block 66,
Plat 1, Salt Lake County, Utah, Survey, and
Block 66, Salt Lake County, Utah, Survey.

Together with all improvements whatsoever to the same
belonging or in any wise appertaining. Subject to taxes for the
fiscal year 1961 and to all conditions, restrictions and reserva-
tions of record.

WITNESS, the hands of said Grantors this 16th day of
August, 1961.

[Signature]
FRANK EDWARDS
[Signature]
ROBERT F. EDWARDS

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) ss

On the 16th day of August, 1961, personally appeared before
me FRANK EDWARDS and ROBERT F. EDWARDS, the signers of the above
warranty deed who, each for himself, acknowledged to me that he
executed the same.

My Commission Expires
February 17, 1962

[Signature]
BENJAMIN B. KNIGHT, Notary Public
Residing at: 3820 Donner Street
San Mateo, California

30
31
32

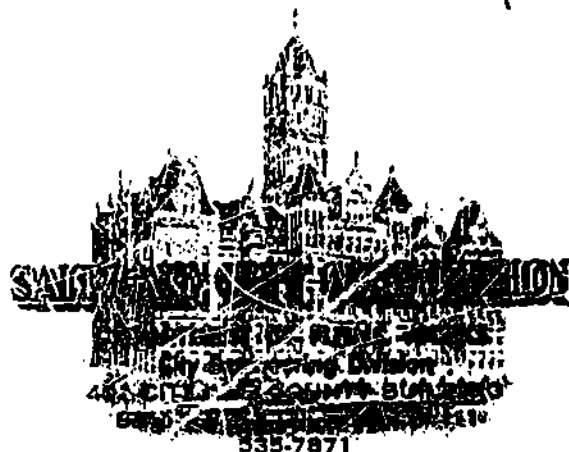
KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

MAY 8 8 25 AM '86

REC OF
\$
DEP

SLC

John
DePaulis
Palmer DePaulis



PALMER DEPAULIS
MAYOR

MAX G. PETERSON, P.E.
CITY ENGINEER

May 6, 1986

4242826

The Honorable Katie Dixon
Salt Lake County Recorder
City and County Building

Dear Mrs Dixon:

Notice is hereby given that on May 6, 1986 the Salt Lake City Council adopted a resolution creating Special Improvement District, CurB and Gutter Number 33-800 - a 200 South Street Beautification Project. The following properties are to be effected by this district.

Lots 1, 2, 3, & 4	Block 66	Plat "A" SLC Sur
Lots 5 & 6	Block 61	Plat "A" SLC Sur

Would you please have the above properties recorded.

Yours truly,

Max G. Peterson
Max G. Peterson, P.E.
City Engineer

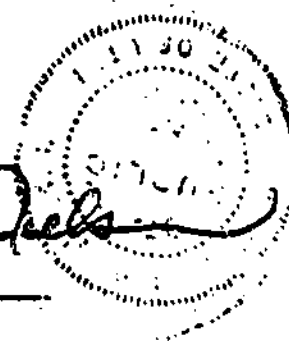
HGP:TG

STATE OF UTAH
COUNTY OF SALT LAKE

} ss

SUBSCRIBED AND SWORN TO BEFORE ME
A NOTARY PUBLIC, THIS 8 DAY OF MAY, 1986, A.D.
MY COMMISSION EXPIRES 4/18/86

Christine P. Neils



BOOK 5765 PAGE 574

F



e data resources, inc.

The EDR-Radius Map with GeoCheck™

**La Quinta
SWC 100 South + 300 West
Salt Lake City, UT 84185**

Inquiry Number: 0184834.1r

July 11, 1997

The Source For Environmental Risk Management Data

**3530 Post Road
Southport, Connecticut 06490**

Nationwide Customer Service

**Telephone: 1-800-352-0050
Fax: 1-800-231-6802
Internet: www.edrnet.com**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Executive Summary.....	ES1
Topographic Map.....	2
GeoCheck Summary.....	3
Overview Map.....	5
Detail Map.....	6
Map Summary - All Sites.....	7
Map Summary - Sites with higher or the same elevation as the Target Property.....	8
Map Findings.....	9
Orphan Summary.....	16

APPENDICES

GeoCheck Version 2.1.....	A1
Government Records Searched / Data Currency Tracking Addendum.....	A9

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc. (EDR). The report meets the government records search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-97. Search distances are per ASTM standard or custom distances requested by the user.

The address of the subject property for which the search was intended is:

SWC 100 SOUTH + 300 WEST
SALT LAKE CITY, UT 84185

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the subject property or within the ASTM E 1527-97 search radius around the subject property for the following Databases:

Delisted NPL:	NPL Deletions
RCRIS-TSD:	Resource Conservation and Recovery Information System
SHWS:	CERCLIS
CERC-NFRAP:	Comprehensive Environmental Response, Compensation, and Liability Information System
SWF/LF:	Landfill Inventory/Closed Solid Waste Land Disposal Sites
RAATS:	RCRA Administrative Action Tracking System
RCRIS-LOG:	Resource Conservation and Recovery Information System
HMIRS:	Hazardous Materials Information Reporting System
PADS:	PCB Activity Database System
ERNS:	Emergency Response Notification System
FINDS:	Facility Index System
TRIS:	Toxic Chemical Release Inventory System
NPL Lien:	Federal Superfund Liens
TSCA:	Toxic Substances Control Act
MLTS:	Material Licensing Tracking System
CONSENT:	Superfund (CERCLA) Consent Decrees

Unmapped (orphan) sites are not considered in the foregoing analysis.

Search Results:

Search results for the subject property and the search radius, are listed below:

Subject Property:

The subject property was not listed in any of the databases searched by EDR.

EXECUTIVE SUMMARY

Surrounding Properties:

Elevations have been determined from the USGS 1 degree Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. EDR's definition of a site with an elevation equal to the subject property includes a tolerance of -10 feet. Sites with an elevation equal to or higher than the subject property have been differentiated below from sites with an elevation lower than the subject property (by more than 10 feet). Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

NPL: Also known as Superfund, the National Priority List database is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund program. The source of this database is the U.S. EPA.

A review of the NPL list, as provided by EDR, and dated 04/01/1997 has revealed that there is 1 NPL site within approximately 1 Mile of the subject property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>TP Dist</u>	<u>Map ID</u>	<u>Page</u>
UTAH POWER & LIGHT PCB STORAGE	4800 WEST 5TH SOUTH	1/4 - 1/2	0	9

CERCLIS: The Comprehensive Environmental Response, Compensation and Liability Information System contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

A review of the CERCLIS list, as provided by EDR, and dated 04/30/1997 has revealed that there is 1 CERCLIS site within approximately 1 Mile of the subject property.

<u>Lower Elevation</u>	<u>Address</u>	<u>TP Dist</u>	<u>Map ID</u>	<u>Page</u>
UTAH POWER & LIGHT/AMERICAN BA	600 W SOUTH TEMPLE	1/4 - 1/2	5	12

CORRACTS: CORRACTS is a list of handlers with RCRA Corrective Action Activity. This report shows which nationally-defined corrective action core events have occurred for every handler that has had corrective action activity.

A review of the CORRACTS list, as provided by EDR, and dated 12/01/1996 has revealed that there are 2 CORRACTS sites within approximately 1 Mile of the subject property.

<u>Lower Elevation</u>	<u>Address</u>	<u>TP Dist</u>	<u>Map ID</u>	<u>Page</u>
AMERICAN BARREL COMPANY	600 WEST NORTH TEMPLE	1/2 - 1	10	14
MARK MILLER TOYOTA	84 W 700 S	1/2 - 1	11	14

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data comes from the Department of Environmental Quality's Potential Leaking UST Sites.

A review of the LUST list, as provided by EDR, and dated 04/08/1997 has revealed that there are 5 LUST sites within approximately 0.5 Miles of the subject property.

EXECUTIVE SUMMARY

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>TP Dist</u>	<u>Map ID</u>	<u>Page</u>
GREYHOUND LINES, INC. #8510	160 W SOUTH TEMPLE	1/4 - 1/2	4	11
SALT PALACE	100 S WEST TEMPLE	1/4 - 1/2	6	12
RAINBO #12	163 W NORTH TEMPLE	1/4 - 1/2	7	13
RED LION HOTEL	255 S. WEST TEMPLE	1/4 - 1/2	8	13
HEBER LIGHT & POWER PLANT	31 SOUTH 100 WEST	1/4 - 1/2	9	13

UST: The Underground Storage Tank database contains a listing of Facility, Owner, Location & Tanks not Closed or Removed. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data comes from the Department of Environmental Quality's Facilities with at Least One Non-exempt Tank.

A review of the UST list, as provided by EDR, and dated 04/08/1997 has revealed that there is 1 UST site within approximately 0.25 Miles of the subject property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>TP Dist</u>	<u>Map ID</u>	<u>Page</u>
TEXACO (OLD)CHEVRON #7-0464	279 W SOUTH TEMPLE	1/8 - 1/4	2	10

RCRIS: The Resource Conservation and Recovery Act database includes selected information on sites that generate, store, treat, or dispose of hazardous waste as defined by the Act. The source of this database is the U.S. EPA.

A review of the RCRIS-SQG list, as provided by EDR, and dated 04/01/1997 has revealed that there are 2 RCRIS-SQG sites within approximately 0.25 Miles of the subject property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>TP Dist</u>	<u>Map ID</u>	<u>Page</u>
ARTISTIC PRINTING COMPANY	377 WEST 100 SOUTH	0 - 1/8	1	10
<u>Lower Elevation</u>	<u>Address</u>	<u>TP Dist</u>	<u>Map ID</u>	<u>Page</u>
ARTSPACE, INC.	325 W PIERPONT AVE	1/8 - 1/4	3	11

RODS: Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid the cleanup.

A review of the ROD list, as provided by EDR, and dated 03/31/1995 has revealed that there is 1 ROD site within approximately 1 Mile of the subject property.

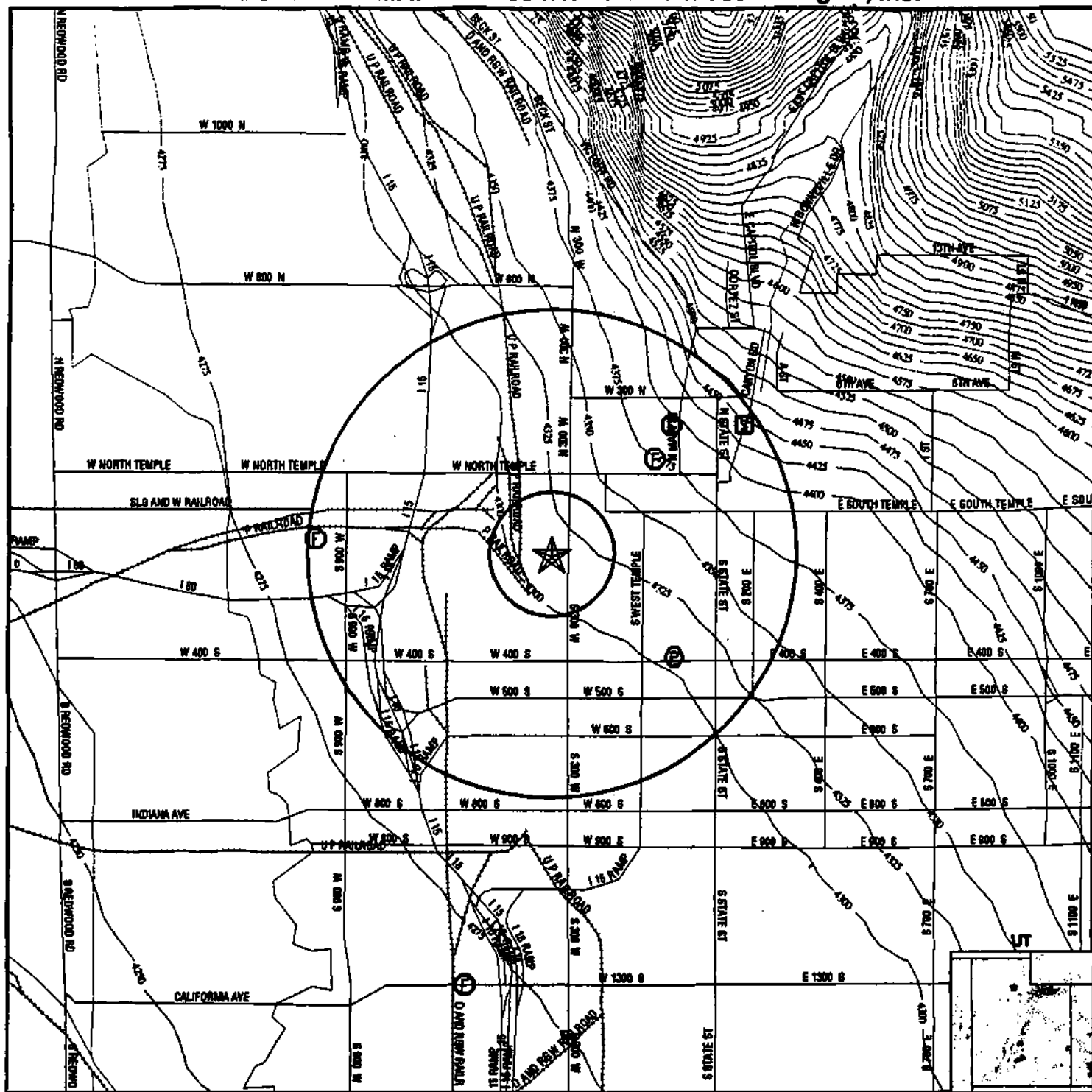
<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>TP Dist</u>	<u>Map ID</u>	<u>Page</u>
UTAH POWER & LIGHT PCB STORAGE	4800 WEST 5TH SOUTH	1/4 - 1/2	0	9

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped:

<u>Site Name</u>	<u>Database(s)</u>
ENGELHARD CORP. AKA HARSHAW CHEMIC	RCRIS-LQG, RCRIS-TSD, CORRACTS,
HORMAN CONSTRUCTION	CERCLIS
MINERALS ENGINEERING COMPANY	CERCLIS
WESTERN PACIFIC RAILROAD YARD (WEN	CERCLIS
MYERS CONTAINER CORP	FINDS, RCRIS-LQG, CORRACTS
SALT LAKE CITY CORP	UST, LUST
CENTRAL DIVISION	UST, LUST
HANSEN SERVICE INC	UST, LUST
SE CORNER	UST, LUST
FIRESTONE DEALER STORE	LUST
HILL'S SERVICE	UST, LUST
WATERWORKS EQUIPMENT COMPANY	LUST
FOTE'S SERVICE	UST, LUST
BOISE CASCADE DISTRIBUTION	UST, LUST
DOWNTOWN MARKET	UST, LUST
SPRING AIR MATTRESS TANKS	UST, LUST
S.L. SCHOOL MAINTENANCE SHOPS	UST, LUST
GAS STATION	UST, LUST
UPTOWN TIRES	UST, LUST
SALT LAKE HARDWARE BUILDING	UST, LUST
BEEHIVE BRICK CO.	UST, LUST
SEMLING MENKE CO. OF UTAH, INC.	UST, LUST
CHRIS' CHEVRON SERVICE	UST, LUST
HOTEL UTAH	LUST
CHEVRON #71050	UST, LUST
PACKAGING CORPORATION OF	RCRIS-SQG, FINDS

TOPOGRAPHIC MAP - 0184834.1r - Western Technologies, Inc.



- Major Roads
- Contour Lines
- Waterways
- Earthquake epicenter, Richter 5 or greater
- Closest Federal Well in quadrant
- Closest State Well in quadrant
- Closest Public Water Supply Well



TARGET PROPERTY: La Quinta
ADDRESS: SWC 100 South + 300 West
CITY/STATE/ZIP: Salt Lake City UT 84185
LAT/LONG: 40.7666 / 111.8998

CUSTOMER: Western Technologies, Inc.
CONTACT: Tom Collet
INQUIRY #: 0184834.1r
DATE: July 11, 1997 3:44 pm

GEOCHECK VERSION 2.1 SUMMARY

GEOLOGIC AGE IDENTIFICATION†

Geologic Code: Q
Era: Cenozoic
System: Quaternary
Series: Quaternary

ROCK STRATIGRAPHIC UNIT‡

Category: Stratified Sequence

GROUNDWATER FLOW INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, including well data collected on nearby properties, regional groundwater flow information (from deep aquifers), or surface topography.‡

General Topographic Gradient: General SW
General Hydrogeologic Gradient: No hydrogeologic data available.

USGS TOPOGRAPHIC MAP ASSOCIATED WITH THIS SITE

Target Property: 2440111-G8 SALT LAKE CITY NORTH, UT

FEDERAL DATABASE WELL INFORMATION

<u>WELL QUADRANT</u>	<u>DISTANCE FROM TP</u>	<u>LITHOLOGY</u>	<u>DEPTH TO WATER TABLE</u>
Northern	1/2 - 1 Mile	Not Reported	Not Reported
Eastern	1/2 - 1 Mile	Not Reported	130 ft.
Southern	1 - 2 Miles	Not Reported	0 ft.
Western	1/2 - 1 Mile	Not Reported	Not Reported

STATE DATABASE WELL INFORMATION

<u>WELL QUADRANT</u>	<u>DISTANCE FROM TP</u>
Northern	>2 Miles
Eastern	1/2 - 1 Mile
Southern	>2 Miles

PUBLIC WATER SUPPLY SYSTEM INFORMATION (EPA-FRDS)

Searched by Nearest Well.

NOTE: PWS System location is not always the same as well location.

PWS Name: FOREST GLEN A
4058 CONTINENTAL DR
WEST VALLEY,, UT 84120

Location Relative to TP: 1/2 - 1 Mile East

Well currently has or has had major violation(s): Yes

† Source: P.G. Schuchert, R.E. Arndt and W.J. Bauer: Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 F.B. King and H.M. Beikman Map. USGS Digital Data Series DDS-11 (1994).
‡ U.S. EPA Ground Water Handbook, Vol. I: Ground Water and Contamination, Office of Research and development EPA/625/6-90/016a, Chapter 4, page 78, September 1990.

GEOCHECK VERSION 2.1 SUMMARY

AREA RADON INFORMATION

SALT LAKE COUNTY, UT

Number of sites tested: 52

<u>Area</u>	<u>Average Activity</u>	<u>% <4 pCi/L</u>	<u>% 4-20 pCi/L</u>	<u>% >20 pCi/L</u>
Living Area	1.670 pCi/L	83%	15%	2%
Basement	2.960 pCi/L	56%	41%	4%

The map shows the Temple area in San Diego, California, with a grid of streets and distances. The North Temple is located at the intersection of N 300 W and N 300 E. The West Temple is located at the intersection of W 400 S and W 400 E. The 11 numbered points of interest are marked on the map. The map also shows the location of the San Diego International Airport and the San Diego Bay. A scale bar at the bottom indicates distances in miles (0, 1/4, 1/2, 1 mile).

77

CUSTOMER: Western Technologies, Inc.
CONTACT: Tom Collet
INQUIRY #: 0184834.1r
DATE: July 11, 1997 3:39 pm

MAP FINDINGS SUMMARY SHOWING ALL SITES

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NPL		1.000	0	0	1	0	NR	1
Delisted NPL	TP		NR	NR	NR	NR	NR	0
RCRIS-TSD		1.000	0	0	0	0	NR	0
State Haz. Waste		1.000	0	0	0	0	NR	0
CERCLIS		1.000	0	0	1	0	NR	1
CERC-NFRAP	TP		NR	NR	NR	NR	NR	0
CORRACTS		1.000	0	0	0	2	NR	2
State Landfill		1.000	0	0	0	0	NR	0
LUST		0.500	0	0	5	NR	NR	5
UST		0.250	0	1	NR	NR	NR	1
RAATS		1.000	0	0	0	0	NR	0
RCRIS Sm. Quan. Gen.		0.250	1	1	NR	NR	NR	2
RCRIS Lg. Quan. Gen.		0.250	0	0	NR	NR	NR	0
HMIRS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ERNS		0.250	0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
TRIS		0.250	0	0	NR	NR	NR	0
NPL Liens	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
ROD		1.000	0	0	1	0	NR	1
CONSENT		1.000	0	0	0	0	NR	0
Coal Gas		N/A	N/A	N/A	N/A	N/A	N/A	N/A

TP = Target Property

NR = Not Requested at this Search Distance

* Sites may be listed in more than one database

<p align="center">MAP FINDINGS SUMMARY SHOWING ONLY SITES HIGHER THAN OR THE SAME ELEVATION AS TP</p>
--

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NPL		1.000	0	0	0	0	NR	0
Delisted NPL	TP		NR	NR	NR	NR	NR	0
RCRIS-TSD		1.000	0	0	0	0	NR	0
State Haz. Waste		1.000	0	0	0	0	NR	0
CERCLIS		1.000	0	0	0	0	NR	0
CERC-NFRAP	TP		NR	NR	NR	NR	NR	0
CORRACTS		1.000	0	0	0	0	NR	0
State Landfill		1.000	0	0	0	0	NR	0
LUST		0.500	0	0	5	NR	NR	5
UST		0.250	0	1	NR	NR	NR	1
RAATS		1.000	0	0	0	0	NR	0
RCRIS Sm. Quan. Gen.		0.250	1	0	NR	NR	NR	1
RCRIS Lg. Quan. Gen.		0.250	0	0	NR	NR	NR	0
HMIRS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ERNS		0.250	0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
TRIS		0.250	0	0	NR	NR	NR	0
NPL Liens	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
ROD		1.000	0	0	0	0	NR	0
CONSENT		1.000	0	0	0	0	NR	0
Coal Gas		N/A	N/A	N/A	N/A	N/A	N/A	N/A

TP = Target Property

NR = Not Requested at this Search Distance

* Sites may be listed in more than one database

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

Coal Gas Site Search: EDR does not presently have coal gas site information available in this state.

NPL
Region

UTAH POWER & LIGHT PCB STORAGE FACILITY
4800 WEST 5TH SOUTH
SALT LAKE CITY, UT 84104

PADS
FINDS
NPL
RCRIS-LQG
CERC-NFRAP
ROD

1000238425
UTD007939275

CERCLIS-NFRAP Classification Data:

Site Incident Category: Not reported
Ownership Status: OTHER
EPA Notes: Not reported

Federal Facility: NO
NPL Status: NOT ON NPL

CERCLIS-NFRAP Assessment History:

Assessment: DISCOVERY
Assessment: PRELIMINARY ASSESSMENT

Completed: 07/01/80
Completed: 12/01/84

CERCLIS-NFRAP Alias Name(s):

TERMINAL TRAN FACILITY

NPL:

ID: 08UT023
Date Listed: 10/07/89 (FINAL)
EPA/ID: UTD007939275
Haz. Rank Score: 37.93
Status: LISTED ON NPL
Rank: 587
Group: 12
Ownership: Private
Permit: None
Site Activities: Containers/Drums
Site Activities: Leaking Containers
Site Activities: Drum Recycling
Site Activities: Wood Preserving
Site Condition: Direct Contact
Site Condition: Contamination of Soil
Site Condition: Contam. Ground Water
Waste Type: Not reported
Waste Form: Not reported

Contaminant: Media Affected:
STYRENE Ground Water
2-METHYLNAPHTHALENE Ground Water
ACENAPHTHYLENE Ground Water
2-METHYL PHENOL Ground Water
4-METHYL PHENOL Ground Water
2,4-DIMETHYLPHENOL Ground Water
BENZENE Ground Water
TOLUENE Ground Water
XYLENE Ground Water
PHENANTHRENE Not reported
BENZO(J,K)FLUORENE Not reported
PYRENE Not reported
CHRYSENE Not reported
BENZO(A)PYRENE Not reported
MORE THAN 15 SUBSTANCES LISTED Not reported

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

UTAH POWER & LIGHT PCB STORAGE FACILITY (Continued)

1000238425

Distance to nearest Population: 201 Feet to 0.5 Miles
Population within a 1 Mile Radius: More than 10,000 People
Vertical Distance to Aquifer: Not reported
Ground Water Use: Used as Drinking Water, Alternative Source not Available
Distance to nearest Surface Water: Not reported

ROD:

Full-text of USEPA Record of Decision(s) is available from EDR.

RCRIS:

Owner: UTAH POWER & LIGHT COMPANY
(801) 535-2000

Record Date: 07/09/80

Classification: Large Quantity Generator

BIENNIAL REPORTS:

Last Biennial Reporting Year: 1993

Waste Quantity (Lbs)

Used Oil Recyc: No

Violation Status: No violations found

FINDS:

Other Pertinent Environmental Activity Identified at Site:

- Facility is a PCB generator, storer, transporter or permitted disposer (under PADS)

1
NNW
< 1/8
Higher

ARTISTIC PRINTING COMPANY
377 WEST 100 SOUTH
SALT LAKE CITY, UT 84101

RCRIS-SQG 1001031349
UTR000000661

RCRIS:

Owner: BILL BENG TZEN
(801) 943-0246

Record Date: 09/21/95

Classification: Small Quantity Generator

BIENNIAL REPORTS:

Last Biennial Reporting Year: 1993

Waste Quantity (Lbs)

Used Oil Recyc: No

Violation Status: No violations found

2
NNE
1/8-1/4
Higher

TEXACO (OLD)CHEVRON #7-0464
279 W SOUTH TEMPLE
SALT LAKE CITY, UT 84101

UST U003149796
N/A

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

TEXACO (OLD)CHEVRON #7-0464 (Continued)

U003149796

UST:

Facility ID: 4-000210
Total Tanks: 4
Owner: EMMETT S. HEINRICH
Owner Address: 3179 CORONET DR
SALT LAKE CITY, UT 8E+08
Owner Phone: (801) 531-8953

Tanks Registered: 4
Removed/Closed: 0

3
South
1/8-1/4
Lower

ARTSPACE, INC.
325 W PIERPONT AVE
SALT LAKE CITY, UT 84101

RCRIS-SQG
FINDS

1000385610
UTD980954788

RCRIS:

Owner: LINDA GOLDGERG ET. AL
(801) 531-9378

Record Date: 08/21/85

Classification: Not reported

BIENNIAL REPORTS:

Last Biennial Reporting Year: 1993

Waste Quantity (Lbs)

Used Oil Recyc: No

Violation Status: No violations found

4
ENE
1/4-1/2
Higher

GREYHOUND LINES, INC. #8510
160 W SOUTH TEMPLE
SALT LAKE CITY, UT 84101

UST
LUST

U003149778
N/A

LUST:

Facility ID: 4-000355
Inventory Init: PDZ
Release Date: 03/16/1990
Owner: Not reported
Not reported
Not reported

Leak ID: FPJ
Status: Removed
Cleaned Date: 06/08/1990

Facility ID: 4-000355
Inventory Init: PDZ
Release Date: 05/30/1991
Owner: Not reported
Not reported
Not reported

Leak ID: GUV
Status: Removed
Cleaned Date: 04/20/1993

UST:

Facility ID: 4-000355
Total Tanks: 6
Owner: GREYHOUND LINES INC.
Owner Address: ATTN: ENVIRONMENTAL DEPT.
DALLAS, TX 8E+08
Owner Phone: (214) 777-8151

Tanks Registered: 2
Removed/Closed: 4

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

5
NW
1/4-1/2
Lower

UTAH POWER & LIGHT/AMERICAN BARREL CO
600 W SOUTH TEMPLE
SALT LAKE CITY, UT 84101

CERCLIS
FINDS

1000238438
UTD980667240

CERCLIS Classification Data:

Site Incident Category: OTHER

Federal Facility: NO

Ownership Status: PRIVATE

NPL Status: CURRENTLY ON THE FINAL NPL

EPA Notes: HAZARDOUS MATERIAL STORED: EMPTY BARRELS THAT AT ONE TIME CONTAINED MALATHION, SODIUM CHROMATE, TRICHLOROETHANE, VARIOUS DEGREASERS & SOLVENTS. BEGAN OPERATION ON UNKNOWN DATE AS BARREL STORAGE, RECYCLING, RECONDITIONING FACILITY.

CERCLIS Assessment History:

Assessment:	DISCOVERY	Completed:	01/10/1/81
Assessment:	PRELIMINARY ASSESSMENT	Completed:	04/10/1/81
Assessment:	SCREENING SITE INSPECTION	Completed:	05/11/0/82
Assessment:	PRELIMINARY ASSESSMENT	Completed:	04/10/9/87
Assessment:	SCREENING SITE INSPECTION	Completed:	03/11/5/88
Assessment:	REMOVAL ACTION	Completed:	08/11/0/88
Assessment:	SCREENING SITE INSPECTION	Completed:	06/10/1/88
Assessment:	PROPOSAL TO NPL	Completed:	05/10/5/89
Assessment:	FINAL LISTING ON NPL	Completed:	10/10/4/89
Assessment:	REMOVAL INVESTIGATION	Completed:	08/13/0/90
Assessment:	REMOVAL INVESTIGATION	Completed:	06/11/7/91
Assessment:	ADMINISTRATIVE RECORD	Completed:	07/11/0/88
Assessment:	REMOVAL INVESTIGATION	Completed:	09/10/2/93
Assessment:	COMBINED RI/FS	Completed:	07/10/7/93
Assessment:	MANAGEMENT ASSISTANCE	Completed:	11
Assessment:	RECORD OF DECISION	Completed:	07/10/7/93
Assessment:	REMEDIAL COMMUNITY RELATIONS	Completed:	11
Assessment:	ADMINISTRATIVE RECORD	Completed:	07/10/7/93
Assessment:	TREATABILITY STUDIES	Completed:	05/11/8/93
Assessment:	AERIAL SURVEY	Completed:	05/10/1/93

CERCLIS Site Status:

This site is currently under investigation by the government to assess the extent of further action

CERCLIS Alias Name(s):

AMERICAN BARREL

6
East
1/4-1/2
Higher

SALT PALACE
100 S WEST TEMPLE
SALT LAKE CITY, UT 84101

UST
LUST

U003149777
N/A

LUST:

Facility ID: 4-000892
Inventory Init: KEJ
Release Date: 12/06/1993
Owner: Not reported
Not reported
Not reported

Leak ID: IJU
Status: Removed
Cleaned Date: 01/25/1995

Facility ID: 4-000892
Inventory Init: VES
Release Date: 11/18/1994
Owner: Not reported
Not reported
Not reported

Leak ID: ITR
Status: Removed
Cleaned Date: 04/18/1995

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

SALT PALACE (Continued)

U003149777

UST:

Facility ID: 4-000892
Total Tanks: 9
Owner: SALT LAKE COUNTY
Owner Address: 7125 S. 600 W.
MIDVALE, UT 84047
Owner Phone: (801) 562-6440

Tanks Registered: 2
Removed/Closed: 7

7
NE
1/4-1/2
Higher

RAINBO #12
163 W NORTH TEMPLE
SALT LAKE CITY, UT 84114

UST
LUST

U003150196
N/A

LUST:

Facility ID: 4-000772
Inventory Init: DAR
Release Date: 07/27/1995
Owner: Not reported
Not reported
Not reported

Leak ID: JAS
Status: Removed
Cleaned Date: 06/24/1996

Facility ID: 4-000772
Inventory Init: DAR
Release Date: 04/24/1996
Owner: Not reported
Not reported
Not reported

Leak ID: JLO
Status: Removed
Cleaned Date: 06/24/1996

UST:

Facility ID: 4-000772
Total Tanks: 4
Owner: Not reported
Owner Address: Not reported
Not reported
Owner Phone: Not reported

Tanks Registered: 0
Removed/Closed: 4

8
ESE
1/4-1/2
Higher

RED LION HOTEL
255 S. WEST TEMPLE
SALT LAKE CITY, UT 84101

LUST

U003149713
N/A

LUST:

Facility ID: 4-002043
Inventory Init: DAR
Release Date: 07/18/1996
Owner: RED LION HOTELS & INNS
ATTN:WAYNE PIPES
VANCOUVER, WA 98663

Leak ID: JPP
Status: Not Reported
Cleaned Date: Not reported

9
East
1/4-1/2
Higher

HEBER LIGHT & POWER PLANT
31 SOUTH 100 WEST
HEBER CITY, UT 84032

PADS
FINDS
UST
LUST

1000656759
UTD020913042

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

HEBER LIGHT & POWER PLANT (Continued)

1000656759

FINDS:

Other Pertinent Environmental Activity Identified at Site:

- Facility is a PCB generator, storer, transporter or permitted disposer (under PADS)

LUST:

Facility ID: 1-100383

Leak ID: JNR

Inventory Init: BHH

Status: Removed

Release Date: 05/14/1996

Cleaned Date: 07/17/1996

Owner: Not reported

Not reported

Not reported

UST:

Facility ID: 1-100383

Tanks Registered: 1

Total Tanks: 4

Removed/Closed: 3

Owner: HEBER LIGHT & POWER

Owner Address: 31 S. 100 W.

HEBER CITY, UT 84032

Owner Phone: (801) 654-1581

10
NW
1/2-1
Lower

AMERICAN BARREL COMPANY
600 WEST NORTH TEMPLE
SALT LAKE CITY, UT 84101

FINDS
RCRIS-LQG
CORRACTS

1000360561
UTD000818211

CORRACTS Data:

Prioritization: Not reported

Status: Determination of Need for a RCRA Facility Investigation

RCRIS:

Owner: EISEN EDWARD
(999) 999-9999

Record Date: 08/18/80

Classification: Large Quantity Generator, Hazardous Waste Transporter

BIENNIAL REPORTS:

Last Biennial Reporting Year: 1993

Waste Quantity (Lbs)

Used Oil Recyc: No

Violation Status: No violations found

FINDS:

Other Pertinent Environmental Activity Identified at Site:

- Civil judicial and administrative enforcement case against facility (under DOCKET)

11
SSE
1/2-1
Lower

MARK MILLER TOYOTA
84 W 700 S
SALT LAKE CITY, UT 84101

FINDS
RCRIS-LQG
CORRACTS

1000387553
UTD035388917

CORRACTS Data:

Prioritization: Not reported

Status: Determination of Need for a RCRA Facility Investigation, Corrective
Action Process is Terminated

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

MARK MILLER TOYOTA (Continued)

1000387553

RCRIS Corrective Action Summary:

Effective Date: 05/23/91

Legal Authority: RCRA 3008(h) or equivalent

RCRIS:

Owner: MARK MILLER DEALERSHIPS
(801) 364-2100

Record Date: 11/04/92

Classification: Large Quantity Generator

BIENNIAL REPORTS:

Last Biennial Reporting Year: 1993

Waste Quantity (Lbs)

Used Oil Recyc: No

Violation Status: Violations exist

There are 1 compliance/violation record(s) reported at this site:

Evaluation

Compliance Evaluation Inspection (CEI)

Area of Violation

Generator-All Requirements

Date of
Compliance
05/23/1991

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)	Facility ID
SALT LAKE	1001126524	HORMAN CONSTRUCTION	1034 SOOOUTH REDWOOD ROAD	84116	CERCLIS	
SALT LAKE CITY	U003149721	SALT LAKE CITY CORP	350 S 200 W	84101	UST, LUST	4-001813
SALT LAKE CITY	U003149964	CENTRAL DIVISION	610 W. 200 S.	84104	UST, LUST	4-001132
SALT LAKE CITY	U003149839	HANSEN SERVICE INC	206 N. 200 W.	84103	UST, LUST	4-000360
SALT LAKE CITY	U003149715	SE CORNER	100 S 300 W # SEC	84101	UST, LUST	4-001900
SALT LAKE CITY	U003149727	FIRESTONE DEALER STORE	308 W. 300 S.	84101	LUST	4-000296
SALT LAKE CITY	U003149729	HILL'S SERVICE	404 S 300 W	84101	UST, LUST	4-000372
SALT LAKE CITY	U003149748	WATERWORKS EQUIPMENT COMPANY	502 W. 300 S.	84101	LUST	4-001244
SALT LAKE CITY	U003149753	FOTE'S SERVICE	413 S 300 W	84101	UST, LUST	4-001460
SALT LAKE CITY	U003149764	BOISE CASCADE DISTRIBUTION	53 S 300 W	84101	UST, LUST	4-001936
SALT LAKE CITY	U003149781	DOWNTOWN MARKET	379 S 300 W	84101	UST, LUST	4-001552
SALT LAKE CITY	U003149833	SPRING AIR MATTRESS TANKS	402 W. 300 N.	84103	UST, LUST	4-001957
SALT LAKE CITY	U003149837	S.L. SCHOOL MAINTENANCE SHOPS	143 N. 300 W.	84103	UST, LUST	4-000864
SALT LAKE CITY	U003149720	GAS STATION	75 S 400 W	84101	UST, LUST	4-001068
SALT LAKE CITY	U003149776	UPTOWN TIRES	79 W 400 S	84101	UST, LUST	4-002240
SALT LAKE CITY	U003150419	SALT LAKE HARDWARE BUILDING	105 N 400 W	84116	UST, LUST	4-001689
SALT LAKE CITY	U003149724	BEEHIVE BRICK CO.	244 S 500 W	84101	UST, LUST	4-000066
SALT LAKE CITY	1000369022	MYERS CONTAINER CORP	49 S 600 W	84101	FINDS, RCRIS-LQG, CORRACTS	
SALT LAKE CITY	1000381465	ENGELHARD CORP. AKA HARSHAW CHEMIC	2580 ANDREWS AVE	84104	RCRIS-LQG, RCRIS-TSD, CORRACT. CERC-NFRAP	
SALT LAKE CITY	1000267847	PACKAGING CORPORATION OF	460 WEST FIFTH SOUTH STRE	84101	RCRIS-SQG, FINDS	
SALT LAKE CITY	1001115038	MINERALS ENGINEERING COMPANY	2601 WEST INDIANA AVE	84116	CERCLIS	
SALT LAKE CITY	1001115040	WESTERN PACIFIC RAILROAD YARD (WEN	2610 WEST INDIANA	84116	CERCLIS	
SALT LAKE CITY	U003150436	SEMLING MENKE CO. OF UTAH, INC.	600 S. MARCH ST. (2541 W.)	84116	UST, LUST	4-000926
SALT LAKE CITY	U000558491	CHRIS' CHEVRON SERVICE	1696 W. NORTH TEMPLE	84116	UST, LUST	
SALT LAKE CITY	S102422966	HOTEL UTAH	SOUTH TEMPLE / STATE ST.	84103	LUST	4-001720
SALT LAKE CITY	U003149783	CHEVRON #71050	504 S WEST TEMPLE	84101	UST, LUST	4-000209

GEOCHECK VERSION 2.1 ADDENDUM FEDERAL DATABASE WELL INFORMATION

Well Closest to Target Property (Northern Quadrant)

BASIC WELL DATA

Site ID:	404627111532601	Distance from TP:	1/2 - 1 Mile
Site Type:	Single well, other than collector or Ranney type		
Year Constructed:	1943	County:	Salt Lake
Altitude:	4400.86 ft.	State:	Utah
Well Depth:	464.00 ft.	Topographic Setting:	Not Reported
Depth to Water Table:	Not Reported	Prim. Use of Site:	Withdrawal of water
Date Measured:	Not Reported	Prim. Use of Water:	Public supply

LITHOLOGIC DATA

Not Reported

WATER LEVEL VARIABILITY

Water Level: 133.60 ft.	Water Level: 132.95 ft.	Water Level: 138.18 ft.	Water Level: 151.35 ft.
Date Measured: 07/27/43	Date Measured: 08/06/43	Date Measured: 08/12/43	Date Measured: 10/04/43
Water Level: 148.05 ft.	Water Level: 146.02 ft.	Water Level: 144.65 ft.	Water Level: 143.48 ft.
Date Measured: 10/11/43	Date Measured: 10/20/43	Date Measured: 10/28/43	Date Measured: 11/08/43
Water Level: 142.47 ft.	Water Level: 142.06 ft.	Water Level: 141.20 ft.	Water Level: 140.88 ft.
Date Measured: 11/17/43	Date Measured: 11/23/43	Date Measured: 12/02/43	Date Measured: 12/11/43
Water Level: 140.59 ft.	Water Level: 140.09 ft.	Water Level: 139.74 ft.	Water Level: 139.34 ft.
Date Measured: 12/14/43	Date Measured: 12/22/43	Date Measured: 12/30/43	Date Measured: 01/05/44
Water Level: 138.76 ft.	Water Level: 138.25 ft.	Water Level: 138.00 ft.	Water Level: 137.81 ft.
Date Measured: 01/19/44	Date Measured: 02/01/44	Date Measured: 02/07/44	Date Measured: 02/18/44
Water Level: 137.57 ft.	Water Level: 137.32 ft.	Water Level: 137.26 ft.	Water Level: 140.56 ft.
Date Measured: 02/26/44	Date Measured: 03/04/44	Date Measured: 03/09/44	Date Measured: 03/23/44
Water Level: 139.46 ft.	Water Level: 138.60 ft.	Water Level: 138.36 ft.	Water Level: 137.60 ft.
Date Measured: 03/31/44	Date Measured: 04/08/44	Date Measured: 04/14/44	Date Measured: 04/27/44
Water Level: 137.25 ft.	Water Level: 141.03 ft.	Water Level: 137.95 ft.	Water Level: 135.70 ft.
Date Measured: 05/06/44	Date Measured: 05/31/44	Date Measured: 06/15/44	Date Measured: 06/29/44
Water Level: 135.40 ft.	Water Level: 135.30 ft.	Water Level: 158.85 ft.	Water Level: 156.30 ft.
Date Measured: 07/06/44	Date Measured: 07/17/44	Date Measured: 10/02/44	Date Measured: 10/05/44
Water Level: 152.00 ft.	Water Level: 150.88 ft.	Water Level: 149.98 ft.	Water Level: 147.03 ft.
Date Measured: 10/21/44	Date Measured: 10/27/44	Date Measured: 11/02/44	Date Measured: 11/24/44
Water Level: 146.15 ft.	Water Level: 145.82 ft.	Water Level: 142.35 ft.	Water Level: 141.03 ft.
Date Measured: 12/02/44	Date Measured: 12/16/44	Date Measured: 01/23/45	Date Measured: 02/21/45
Water Level: 140.43 ft.	Water Level: 139.68 ft.	Water Level: 141.28 ft.	Water Level: 140.00 ft.
Date Measured: 03/01/45	Date Measured: 04/03/45	Date Measured: 05/17/45	Date Measured: 06/09/45
Water Level: 138.65 ft.	Water Level: 143.08 ft.	Water Level: 138.18 ft.	Water Level: 142.11 ft.
Date Measured: 07/11/45	Date Measured: 12/04/45	Date Measured: 04/04/46	Date Measured: 05/31/46
Water Level: 149.08 ft.	Water Level: 151.70 ft.	Water Level: 177.56 ft.	Water Level: 164.50 ft.
Date Measured: 07/09/46	Date Measured: 07/25/46	Date Measured: 09/06/46	Date Measured: 10/04/46
Water Level: 151.15 ft.	Water Level: 146.60 ft.	Water Level: 144.50 ft.	Water Level: 146.85 ft.
Date Measured: 11/29/46	Date Measured: 02/05/47	Date Measured: 03/20/47	Date Measured: 05/15/47
Water Level: 141.60 ft.	Water Level: 158.75 ft.	Water Level: 158.30 ft.	Water Level: 158.70 ft.
Date Measured: 06/24/47	Date Measured: 08/01/47	Date Measured: 08/24/47	Date Measured: 10/28/47
Water Level: 153.00 ft.	Water Level: 150.68 ft.	Water Level: 145.85 ft.	Water Level: 142.25 ft.
Date Measured: 12/01/47	Date Measured: 01/06/48	Date Measured: 02/26/48	Date Measured: 04/27/48
Water Level: 151.90 ft.	Water Level: 146.82 ft.	Water Level: 141.72 ft.	Water Level: 154.60 ft.
Date Measured: 05/18/48	Date Measured: 06/08/48	Date Measured: 07/06/48	Date Measured: 12/03/48
Water Level: 153.00 ft.	Water Level: 162.50 ft.	Water Level: 178.60 ft.	Water Level: 144.86 ft.
Date Measured: 05/07/49	Date Measured: 07/22/49	Date Measured: 08/22/49	Date Measured: 05/01/50

GEOCHECK VERSION 2.1 FEDERAL DATABASE WELL INFORMATION

Well Closest to Target Property (Northern Quadrant, Continued)

WATER LEVEL VARIABILITY (Continued)

Water Level: 144.48 ft. Date Measured: 05/10/50	Water Level: 156.14 ft. Date Measured: 05/17/50	Water Level: 149.13 ft. Date Measured: 12/11/50	Water Level: 148.37 ft. Date Measured: 02/27/51
Water Level: 139.00 ft. Date Measured: 05/15/51	Water Level: 163.60 ft. Date Measured: 10/04/51	Water Level: 145.30 ft. Date Measured: 03/14/52	Water Level: 179.30 ft. Date Measured: 09/12/52
Water Level: 166.00 ft. Date Measured: 11/24/52	Water Level: 150.00 ft. Date Measured: 03/05/53	Water Level: 174.00 ft. Date Measured: 08/18/53	Water Level: 177.20 ft. Date Measured: 12/18/53
Water Level: 155.35 ft. Date Measured: 03/04/54	Water Level: 157.00 ft. Date Measured: 06/10/54	Water Level: 168.20 ft. Date Measured: 07/27/54	Water Level: 186.50 ft. Date Measured: 08/26/54
Water Level: 168.25 ft. Date Measured: 11/18/54	Water Level: 155.80 ft. Date Measured: 02/25/55	Water Level: 168.10 ft. Date Measured: 11/22/55	Water Level: 170.25 ft. Date Measured: 11/28/56
Water Level: 179.40 ft. Date Measured: 12/31/56	Water Level: 158.50 ft. Date Measured: 03/24/57	Water Level: 153.80 ft. Date Measured: 05/07/57	Water Level: 151.40 ft. Date Measured: 06/19/57
Water Level: 164.80 ft. Date Measured: 08/02/57	Water Level: 173.00 ft. Date Measured: 09/03/57	Water Level: 168.20 ft. Date Measured: 09/19/57	Water Level: 160.00 ft. Date Measured: 11/07/57
Water Level: 149.80 ft. Date Measured: 02/19/58	Water Level: 147.00 ft. Date Measured: 04/10/58	Water Level: 143.50 ft. Date Measured: 06/19/58	Water Level: 158.47 ft. Date Measured: 12/05/58
Water Level: 149.65 ft. Date Measured: 02/19/59	Water Level: 147.45 ft. Date Measured: 04/08/59	Water Level: 146.60 ft. Date Measured: 06/10/59	Water Level: 167.50 ft. Date Measured: 09/23/59
Water Level: 154.40 ft. Date Measured: 02/24/60	Water Level: 165.25 ft. Date Measured: 12/14/60	Water Level: 159.40 ft. Date Measured: 03/06/61	Water Level: 158.40 ft. Date Measured: 03/22/61
Water Level: 157.20 ft. Date Measured: 04/10/61	Water Level: 158.80 ft. Date Measured: 04/20/61	Water Level: 156.90 ft. Date Measured: 05/04/61	Water Level: 161.80 ft. Date Measured: 05/15/61
Water Level: 168.81 ft. Date Measured: 02/19/65	Water Level: 155.56 ft. Date Measured: 02/02/66	Water Level: 156.74 ft. Date Measured: 02/21/67	Water Level: 152.14 ft. Date Measured: 02/13/68
Water Level: 150.22 ft. Date Measured: 02/10/69	Water Level: 147.56 ft. Date Measured: 02/28/70	Water Level: 141.27 ft. Date Measured: 03/12/71	Water Level: 138.82 ft. Date Measured: 02/18/72
Water Level: 163.32 ft. Date Measured: 02/22/73	Water Level: 147.55 ft. Date Measured: 02/27/74	Water Level: 138.19 ft. Date Measured: 02/26/75	Water Level: 136.29 ft. Date Measured: 02/19/76
Water Level: 151.23 ft. Date Measured: 02/16/77	Water Level: 166.06 ft. Date Measured: 02/21/78	Water Level: 172.44 ft. Date Measured: 02/22/79	Water Level: 169.32 ft. Date Measured: 02/18/81
Water Level: 154.98 ft. Date Measured: 02/23/82	Water Level: 143.32 ft. Date Measured: 02/16/83	Water Level: 137.76 ft. Date Measured: 02/06/84	

GEOCHECK VERSION 2.1
FEDERAL DATABASE WELL INFORMATION

Well Closest to Target Property (Eastern Quadrant)

BASIC WELL DATA

Site ID:	404620111533101	Distance from TP:	1/2 - 1 Mile
Site Type:	Single well, other than collector or Ranney type		
Year Constructed:	1934	County:	Salt Lake
Altitude:	4374.50 ft.	State:	Utah
Well Depth:	186.00 ft.	Topographic Setting:	Not Reported
Depth to Water Table:	130.00 ft.	Prim. Use of Site:	Withdrawal of water
Date Measured:	12281965	Prim. Use of Water:	Unused

LITHOLOGIC DATA

Not Reported

WATER LEVEL VARIABILITY

Not Reported

GEOCHECK VERSION 2.1
FEDERAL DATABASE WELL INFORMATION

Well Closest to Target Property (Southern Quadrant)

BASIC WELL DATA

Site ID:	404428111542301	Distance from TP:	1 - 2 Miles
Site Type:	Single well, other than collector or Ranney type		
Year Constructed:	1916	County:	Salt Lake
Altitude:	4227.00 ft.	State:	Utah
Well Depth:	185.00 ft.	Topographic Setting:	Not Reported
Depth to Water Table:	0000.20 ft.	Prim. Use of Site:	Destroyed
Date Measured:	07201937	Prim. Use of Water:	Not Reported

LITHOLOGIC DATA

Not Reported

WATER LEVEL VARIABILITY

Not Reported

GEOCHECK VERSION 2.1
FEDERAL DATABASE WELL INFORMATION

Well Closest to Target Property (Western Quadrant)

BASIC WELL DATA

Site ID:	404603111550501	Distance from TP:	1/2 - 1 Mile
Site Type:	Single well, other than collector or Ranney type		
Year Constructed:	Not Reported	County:	Not Reported
Altitude:	Not Reported	State:	Utah
Well Depth:	Not Reported	Topographic Setting:	Valley flat
Depth to Water Table:	00	Prim. Use of Site:	Withdrawal of water
Date Measured:	Not Reported	Prim. Use of Water:	Domestic

LITHOLOGIC DATA

Geologic Age ID (Era/System/Series):	Cenozoic
Principal Lithology of Unit:	Not Reported
Further Description:	Not Reported

WATER LEVEL VARIABILITY

Not Reported

GEOCHECK VERSION 2.1

STATE DATABASE WELL INFORMATION

Water Well Information:

Well Within >2 Miles of Target Property (Northern Quadrant)

System Name:	NORTH SALT LAKE	Source Number:	02
Source Name:	SPRING	Longitude:	111°53'54.0"
Latitude:	40°48'54.0"		

Well Within 1/2 - 1 Mile of Target Property (Eastern Quadrant)

System Name:	SALT LAKE CITY WATER SYS.	Source Number:	09
Source Name:	202 CANYON RD.	Longitude:	111°53'06.0"
Latitude:	40°46'27.0"		

Well Within >2 Miles of Target Property (Southern Quadrant)

System Name:	TAYLORSVILLE-BENNION WID	Source Number:	14
Source Name:	RAWSON WELL	Longitude:	111°56'09.6"
Latitude:	40°44'03.0"		

GEOCHECK VERSION 2.1

PUBLIC WATER SUPPLY SYSTEM INFORMATION

Searched by Nearest Well.

PWS SUMMARY:

PWS ID:	UT4902183	PWS Status:	Active	Distance from TP:	1/2 - 1 Mile
Date Initiated:	July / 1977	Date Deactivated:	Not Reported	Dir relative to TP:	East
PWS Name:	FOREST GLEN A 4058 CONTINENTAL DR WEST VALLEY,, UT 84120				
Addressee / Facility:	Not Reported				
Facility Latitude:	40 36 37	Facility Longitude:	111 34 13		
Facility Latitude:	40 45 38	Facility Longitude:	111 53 25		
City Served:	Not Reported				
Treatment Class:	Untreated	Population Served:	Under 101 Persons		

Well currently has or has had major violation(s): Yes

VIOLATIONS INFORMATION:

Violation ID:	9440002	Source ID:	Not Reported	PWS Phone:	Not Reported
Vio. beginning Date:	01/01/93	Vio. end Date:	12/31/93	Vio. Period:	12 Month
Num of required Samples:	Not Reported	Number of Samples Taken:	0		
Analysis Result:	Not Reported	Maximum Contaminant Level:	Not Reported		
Analysis Method:	Not Reported				
Violation Type:	Monitoring, Regular				
Contaminant:	NITRATE				
Vio. Awareness Date:	081594				

Violation ID:	9440001	Source ID:	Not Reported	PWS Phone:	Not Reported
Vio. beginning Date:	01/01/93	Vio. end Date:	12/31/93	Vio. Period:	12 Month
Num of required Samples:	Not Reported	Number of Samples Taken:	0		
Analysis Result:	Not Reported	Maximum Contaminant Level:	Not Reported		
Analysis Method:	Not Reported				
Violation Type:	Monitoring, Regular				
Contaminant:	NITRITE				
Vio. Awareness Date:	081594				

ENFORCEMENT INFORMATION:

Enforcement ID	Enforcement Action Date	Enforcement Follow-up Action
82E0001	09/30/82	State Public Notif Received
82E0002	09/30/82	State Violation/Reminder Notice
83E0001	09/30/83	State Public Notif Requested
83E0002	09/30/83	State Violation/Reminder Notice
84E0001	09/30/84	State Public Notif Received
84E0002	09/30/84	State Violation/Reminder Notice
85E0001	09/30/85	State Public Notif Requested
85E0002	09/30/85	State Violation/Reminder Notice
86E0001	09/30/86	State Public Notif Requested
88E0001	09/30/88	State Public Notif Received
89E0001	09/30/89	State Public Notif Requested
89E0002	09/30/89	State Public Notif Requested
9204160	07/14/92	State Public Notif Requested
9204163	07/29/92	State Formal NOV Issued
9204165	07/29/92	State Public Notif Requested
9204167	06/19/92	State Public Notif Received
9204168	07/14/92	State Formal NOV Issued

GEOCHECK VERSION 2.1
PUBLIC WATER SUPPLY SYSTEM INFORMATION

Searched by Nearest Well.

PWS SUMMARY:

ENFORCEMENT INFORMATION:

<u>Enforcement ID</u>	<u>Enforcement Action Date</u>	<u>Enforcement Follow-up Action</u>
9207253	08/28/92	State Formal NOV Issued
9207255	08/28/92	State Public Notif Requested

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Elapsed ASTM days: Provides confirmation that this EDR report meets or exceeds the 90-day updating requirement of the ASTM standard.

FEDERAL ASTM RECORDS:

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

Source: EPA/NTIS

Telephone: 703-413-0223

CERCLIS: CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 04/30/97

Date Made Active at EDR: 06/30/97

Database Release Frequency: Monthly

Date of Data Arrival at EDR: 05/19/97

Elapsed ASTM days: 42

Date of Last EDR Contact: 05/12/97

ERNS: Emergency Response Notification System

Source: EPA/NTIS

Telephone: 202-260-2342

ERNS: Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 03/01/97

Date Made Active at EDR: 06/24/97

Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 04/10/97

Elapsed ASTM days: 75

Date of Last EDR Contact: 04/07/97

NPL: National Priority List

Source: EPA

Telephone: 703-603-8852

NPL: National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC).

Date of Government Version: 04/01/97

Date Made Active at EDR: 05/29/97

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 04/21/97

Elapsed ASTM days: 38

Date of Last EDR Contact: 04/03/97

RCRIS: Resource Conservation and Recovery Information System

Source: EPA/NTIS

Telephone: 800-424-9346

RCRIS: Resource Conservation and Recovery Information System. RCRIS includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

Date of Government Version: 04/01/97

Date Made Active at EDR: 06/30/97

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 04/25/97

Elapsed ASTM days: 66

Date of Last EDR Contact: 02/27/97

CORRACTS: Corrective Action Report

Source: EPA

Telephone: 800-424-9346

CORRACTS: CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 12/01/96

Date Made Active at EDR: 03/03/97

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 12/30/96

Elapsed ASTM days: 63

Date of Last EDR Contact: 04/07/97

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FEDERAL NON-ASTM RECORDS:

CONSENT: Superfund (CERCLA) Consent Decrees

Source: EPA Regional Offices

Telephone: Varies

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: Varies

Database Release Frequency: Varies

Date of Last EDR Contact: Varies

Date of Next Scheduled EDR Contact: N/A

FINDS: Facility Index System

Source: EPA/NTIS

Telephone: 703-908-2493

FINDS: Facility Index System. FINDS contains both facility information and "pointers" to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 09/30/95

Database Release Frequency: Quarterly

Date of Last EDR Contact: 05/05/97

Date of Next Scheduled EDR Contact: 08/04/97

HMIRS: Hazardous Materials Information Reporting System

Source: U.S. Department of Transportation

Telephone: 202-366-4526

HMIRS: Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/31/95

Database Release Frequency: Annually

Date of Last EDR Contact: 04/28/97

Date of Next Scheduled EDR Contact: 07/28/97

MLTS: Material Licensing Tracking System

Source: Nuclear Regulatory Commission

Telephone: 301-415-7169

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 01/15/97

Database Release Frequency: Quarterly

Date of Last EDR Contact: 04/14/97

Date of Next Scheduled EDR Contact: 07/14/97

NPL LIENS: Federal Superfund Liens

Source: EPA

Telephone: 205-564-4267

NPL LIENS: Federal Superfund Liens. Under the authority granted the USEPA by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner receives notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/91

Database Release Frequency: No Update Planned

Date of Last EDR Contact: 05/29/97

Date of Next Scheduled EDR Contact: 08/25/97

PADS: PCB Activity Database System

Source: EPA

Telephone: 202-260-3936

PADS: PCB Activity Database. PADS identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 01/27/97

Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 05/20/97

Date of Next Scheduled EDR Contact: 08/18/97

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RAATS: RCRA Administrative Action Tracking System

Source: EPA

Telephone: 202-564-4104

RAATS: RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/95

Database Release Frequency: N/A

Date of Last EDR Contact: 06/16/97

Date of Next Scheduled EDR Contact: 09/15/97

ROD: Records Of Decision

Source: NTIS

Telephone: 703-416-0223

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 03/31/95

Database Release Frequency: Annually

Date of Last EDR Contact: 06/02/97

Date of Next Scheduled EDR Contact: 09/01/97

TRIS: Toxic Chemical Release Inventory System

Source: EPA/NTIS

Telephone: 202-260-1531

TRIS: Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/92

Database Release Frequency: Annually

Date of Last EDR Contact: 03/04/97

Date of Next Scheduled EDR Contact: 06/30/97

TSCA: Toxic Substances Control Act

Source: EPA/NTIS

Telephone: 202-260-1444

TSCA: Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site. USEPA has no current plan to update and/or re-issue this database.

Date of Government Version: 01/31/95

Database Release Frequency: Annually

Date of Last EDR Contact: 06/16/97

Date of Next Scheduled EDR Contact: 09/15/97

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

STATE OF UTAH ASTM RECORDS:

LUST: Potential Leaking UST Sites

Source: Department of Environmental Quality
Telephone: 801-536-4115

LUST: Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 04/08/97
Date Made Active at EDR: 07/03/97
Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 05/14/97
Elapsed ASTM days: 50
Date of Last EDR Contact: 04/29/97

SHWS: CERCLIS

Source: Department of Environmental Quality
Telephone: 703-603-8904

SHWS: State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 04/30/97
Date Made Active at EDR: 06/30/97
Database Release Frequency: Monthly

Date of Data Arrival at EDR: 05/19/97
Elapsed ASTM days: 42
Date of Last EDR Contact: 06/09/97

SWF/LF: Landfill Inventory/Closed Solid Waste Land Disposal Sites

Source: Department of Environmental Quality
Telephone: 801-538-6170

SWF/LF: Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 04/09/96
Date Made Active at EDR: 04/18/96
Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 04/15/96
Elapsed ASTM days: 3
Date of Last EDR Contact: 05/06/97

UST: Listing of Facility, Owner, Location & Tanks Not Closed or Removed

Source: Department of Environmental Quality
Telephone: 801-536-4115

UST: Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 04/08/97
Date Made Active at EDR: 07/03/97
Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 05/14/97
Elapsed ASTM days: 50
Date of Last EDR Contact: 04/29/97

Historical and Other Database(s)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Former Manufactured Gas (Coal Gas) Sites: The existence and location of Coal Gas sites is provided exclusively to EDR by Real Property Scan, Inc. ©Copyright 1993 Real Property Scan, Inc. For a technical description of the types of hazards which may be found at such sites, contact your EDR customer service representative.

Disclaimer Provided by Real Property Scan, Inc.

The information contained in this report has predominantly been obtained from publicly available sources produced by entities other than Real Property Scan. While reasonable steps have been taken to insure the accuracy of this report, Real Property Scan does not guarantee the accuracy of this report. Any liability on the part of Real Property Scan is strictly limited to a refund of the amount paid. No claim is made for the actual existence of toxins at any site. This report does not constitute a legal opinion.

DELISTED NPL: Delisted NPL Sites

Source: EPA

Telephone: 703-603-8769

DELISTED NPL: The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

NFRAP: No Further Remedial Action Planned

Source: EPA/NTIS

Telephone: 703-413-0223

NFRAP: As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future. This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

FRDS: Federal Reporting Data System

Source: EPA/Office of Drinking Water

Telephone: 202-260-2805

FRDS provides information regarding public water supplies and their compliance with monitoring requirements, maximum contaminant levels (MCL's), and other requirements of the Safe Drinking Water Act of 1986.

Area Radon Information: The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

Oil/Gas Pipelines/Electrical Transmission Lines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines and electrical transmission lines.

Sensitive Receptors: There are individuals who, due to their fragile immune systems, are deemed to be especially sensitive to environmental discharges. These typically include the elderly, the sick, and children. While the exact location of these sensitive receptors cannot be determined, EDR indicates those facilities, such as schools, hospitals, day care centers, and nursing homes, where sensitive receptors are likely to be located.

USGS Water Wells: In November 1971 the United States Geological Survey (USGS) implemented a national water resource information tracking system. This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on more than 900,000 wells, springs, and other sources of groundwater.

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 1994 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Water Dams: National Inventory of Dams

Source: Federal Emergency Management Agency

Telephone: 202-646-2801

WATER DAMS: National computer database of more than 74,000 dams maintained by the Federal Emergency Management Agency.

Utah Public Drinking Water Well Sources

Source: Department of Environmental Quality

Telephone: 801-536-4200



**Western
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Las Vegas, Nevada 89103-5618
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RECEIVED

AUG 07 1997

ACQUISITION-REAL ESTATE DEPT.

August 4, 1997

**La Quinta Inns, Inc.
112 East Pecan Street
San Antonio, Texas 78299-2636**

Attn: Ms. Betty Parr

Project No. 4187JL168

**Ref: Proposed La Quinta Inn
SWC 100 S. 300 W.
Salt Lake City, Utah**

Dear Ms. Parr:

Western Technologies Inc. (WT) is in receipt of a letter from the Environmental Health Division in Salt Lake City, Utah in answer to our inquiry for information regarding septic sewer systems that may have previously been on the subject site. The letter states that no records of septic systems in the area were found. A copy of the letter is attached.

If WT can be of further help, please us at (702) 798-8050 with any questions that you may have.

Sincerely,
WESTERN TECHNOLOGIES INC.

**Tom Collet, C.E.M.
Project Manager**



ENVIRONMENTAL HEALTH DIVISION

1954 East Fort Union Boulevard #100
Salt Lake City, UT 84121
801-944-6608 Fax

Division Director
Terry Sadler
801-944-6600

July 28, 1997

Tom Collet
Western Technologies, Inc.
3611 W Tompkins Ave.
Las Vegas, Nevada 89103-5618

Ref: In-house records search for 110 S 300 W, Salt Lake City, Utah

Dear Mr. Collet:

As per your request, the Salt Lake City-County Health Department, Bureau of Water Quality and Hazardous Waste, has conducted a record search on the property at 110 S 300 W, Salt Lake City, Utah. No records of septic systems in the area were found. We do not maintain records of sumps, because we do not regulate them. Salt Lake City Public Utilities (801-799-4041) which regulates oil/water separators connected to the public sewer and pretreatment systems may have records. Sumps that discharge to groundwater are regulated by Utah Department of Environmental Quality, Division of Water Quality (801-538-6146).

The observations submitted in this report are based solely on personal knowledge of existing or potential environmental problems in the area, and a review of relevant office files. Absent additional research and sampling data, the presence or extent of environmental degradation on this site cannot be conclusively determined.

Feel free to contact this office should you require any additional information.

Sincerely,

Garth C. Miner
Assistant Bureau Director
Water Quality & Hazardous Waste

GCM: gm

IHI

ENVIRONMENTAL

August 5, 1997

Betty Parr - Manager, Development Administration
La Quinta Inns, Inc.
112 East Pecan Street
San Antonio, TX 78205

RECEIVED

AUG 07 1997

RE: Remediation Prior to Demolition
La Quinta Inn #3351
Salt Lake City, UT

ACQUISITION-REAL ESTATE DEPT.

Betty:

The purpose of this memorandum is to inform you of the results of our site investigation at the Frank Edwards Company facility. The intent of the survey was to determine the following:

- 1) Examine the drywall areas in the building, and to core sample the tape joint compound that was in question in the older sections of the facility,
- 2) To evaluate the condition and quantify the amount of non-friable ACM floor tile and sheet vinyl flooring that exists in the office areas, restrooms, etc.,
- 3) To evaluate the condition and quantify the amount of ACM tar sealant that exists on the built-up roof over the northwest portion of the facility, and
- 4) To estimate the approximate number of PCB-affected ballasts that exist in the fluorescent light fixtures throughout the office and warehouse areas of the building.

ITEM #1

The drywall tape joint compound that was applied to walls and ceilings in the facility appears to be non-homogeneous. The drywall/tape joint compound that exists in the most recent renovated areas of the facility was tested by another consultant and found to contain no detectable asbestos content. The drywall tape joint compound that exists in the janitorial closet (adjacent to the breakroom) was isolated and tested by another consultant, and was found to contain 2% chrysotile asbestos. As you are aware, the EPA considers drywall, tape and tape joint compound to be classified as a "wall system", and has given us the allowance for coring samples of all three components to determine possible asbestos content.

IHI Environmental re-sampled the drywall/tape/tape joint compound system in the janitorial closet in the same location as the original sample was taken. The core of this system was analyzed by Dixon Information and point-counted (since the result was less than 1% and greater than 0.1%). The result came back at 0.8% chrysotile asbestos (see attached analytical report). The laboratory also stated that the core had a substantial amount of tape joint compound in the sample which reflects possibly a "worst case" scenario. Therefore, this system is not considered ACM based on the EPA's interpretation.

ITEM #2

The sheet vinyl flooring throughout the facility is also non-homogeneous. The consultant who conducted the preliminary "limited" survey made the determination as to what areas are affected by the presence of this asbestos-containing flooring. The areas affected by this ACM include the men's restroom (northwest of breakroom area), and the area under the safe (north of breakroom). The men's restroom flooring is currently in good condition. The flooring under the safe is damaged, but the damage is not significant enough to warrant abatement prior to demolition. There is approximately 140 square feet of ACM sheet vinyl flooring.

The asbestos-containing floor tile was also observed during the site visit, and appears to be in good condition. Carpeting covers the majority of the floor tile throughout the facility. The State of Utah Division of Air Quality (who enforces the NESHAPS regulations) will allow demolition of a building with ACM sheet vinyl flooring and floor tile present, as long as the flooring is in good condition and won't be rendered friable during the course of the demolition process. There is approximately 2,050 square feet of ACM floor tile in this facility.

ITEM #3

At the time of the site visit, IHI Environmental went up on the roof to visually inspect the tar sealant that was identified as ACM by the other consultant. This ACM has been used to seal the exposed seams (parapet areas) of capsheet roofing used as a constituent of the "built up" roof system. The material was observed to be in good condition and non-friable in its current state. This ACM will also be allowed to remain intact during demolition. There is approximately 70 linear feet of ACM tar sealant on the northwest roof over the building.

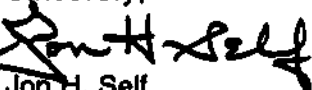
ITEM #4

The fluorescent fixtures that are located throughout the warehouse portions of the facility are old fixtures, and are presumed to contain polychlorinated biphenyls (PCBs). Since access could not be made to take the fixtures apart to find the ballasts, it is only an "educated guess" that the ballasts exist. In the renovated office areas, newer fluorescent fixtures have been installed within the suspended ceiling systems that may not contain PCB-affected ballasts. Further investigation is needed to accurately determine the actual quantity of affected ballasts. Therefore, we can only guess that there may be as many as 200 ballasts to be removed.

We currently utilize the services of a hauler/recycler for the LDS Church projects in California. This recycling contractor retrieves the PCB-affected capacitors and incinerates them. They also extract the metals from the ballasts and recycles them, thus lowering the overall cost of incineration. Certificates of Destruction and waste manifests are provided for the client. We have been working with them for several years, and they could respond to your needs if the situation warrants their participation in your plan for this facility.

If you have any questions in regard to this memo, please do not hesitate to call. Thank you, Betty, for the opportunity to serve you.

Sincerely,



Jon H. Self
Asst. Project Mgr., Asbestos Operations

NOTES

- SVP in lunch rm under safe
- not in bad enough condition
- warrant removal

Need to measure following
- Treas - SVF

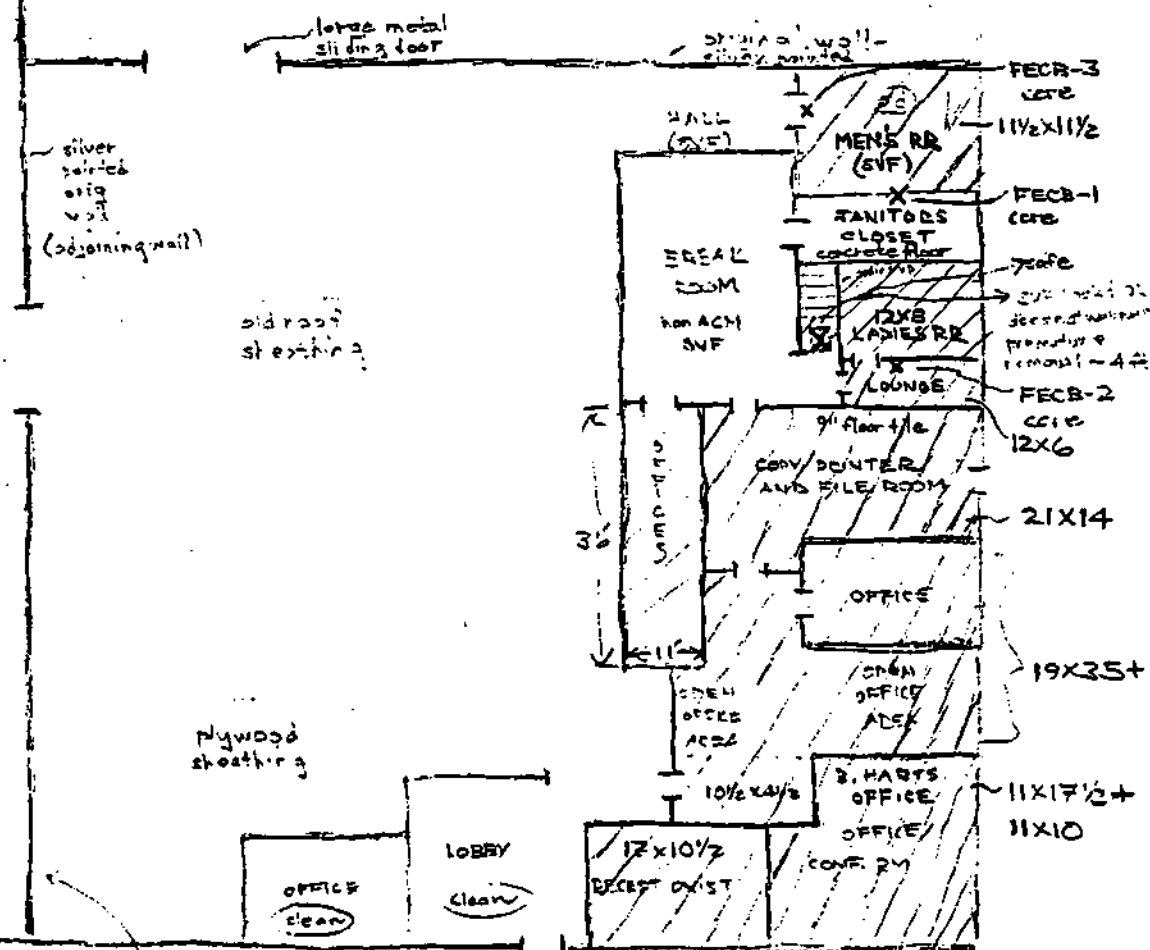
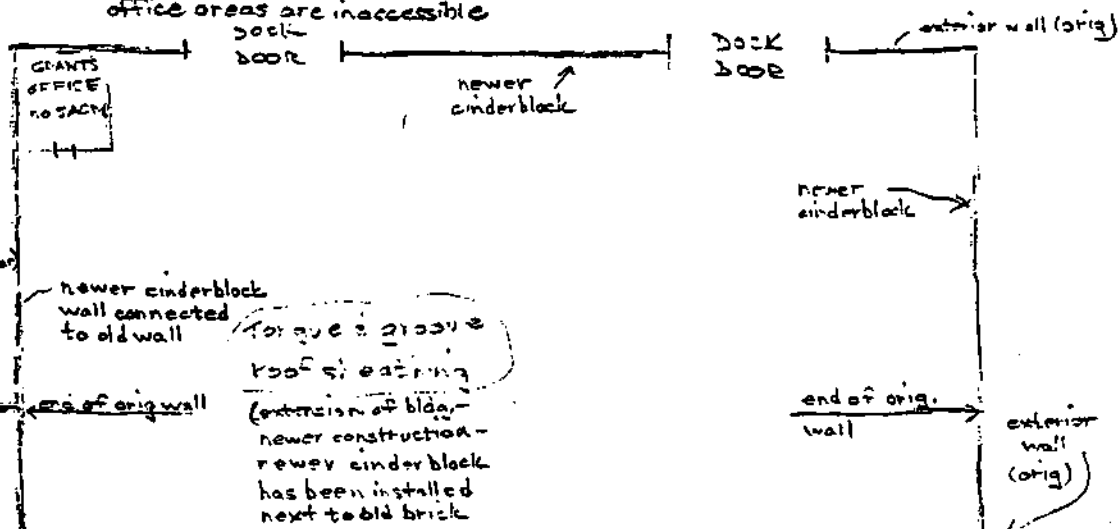
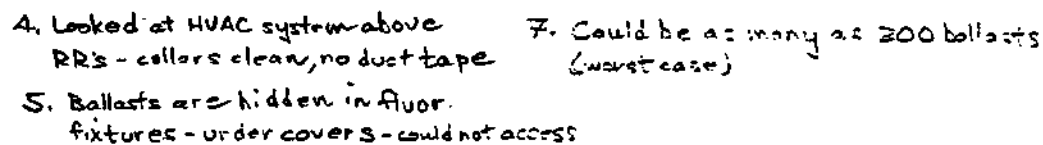
- a) men's RR
- b) ladies RR
- c) printer room
- d) Bruce Hart's office
- e) office areas

ROOF - look at the following

- a) flat section (supposed roofing felt (w/rocks on top) is ACM)
b) penetration sealant (like Fibrecoat)

NOTE: Capsheet came back N.D.

- c) estimate amount of tar sealant ~ 50-75 lin. ft.

plywood
sheathing

Majority Report

original - silver painted

↑ maintenance

DIXON INFORMATION INC.

MICROSCOPY, ASBESTOS ANALYSIS & CONSULTING

A.I.H.A. ACCREDITED LABORATORY #10847

NVLAP CODE 101012-0

July 31, 1997

Mr. Jon H. Self
IHI Environmental
640 East Wilmington
Salt Lake City, Utah 84106

Ref: Batch #39222, Lab #Y77617-Y77619
Received July 31, 1997
Frank Edwards Company
97A-1090

Dear Mr. Self:

Samples Y77617 through Y77619 have been analyzed by visual estimation based on EPA-600/M4-82-020 December 1982 optical microscopy test method including phase contrast, polarized light, dispersion staining, and stereo microscopy. Accuracy increases with increasing asbestos concentration.

If these samples are related to a demolition or are subject to NESHAPS 40CFR part 61 regulations, these regulations mandate that any sample containing less than 1% asbestos must be analyzed by point count. If asbestos is reported to be between 1% and 10%, see EPA "Clarification of asbestos NESHAP requirements to perform point counting" (copy available).

This report relates only to the items tested. This report must not be used to claim product endorsement by the NVLAP, the National Institute of Standards and Technology, or any agency of the U.S. Government. The results of analysis are as follows:

Lab Y77617. Field FECEB-1 Drywall, tape, compound, core, janitors closet

This sample contains off-white paint, micaceous white limestone joint compound, brown plant fiber paper, and white gypsum plaster with 5% fiberglass and 1% plant fiber. This sample is non-homogeneous. Overall, this is less than 1% chrysotile asbestos.

Overall, by point count this is 0.8% chrysotile asbestos. 13 asbestos points were counted. 409 non-asbestos particle points were counted.

The slides were prepared from a 27% ash and dilute acid wash recovery.

The off-white paint is 2% of the sample. The joint compound is 8% of the sample. The plant fiber paper is 30% of the sample. The white gypsum plaster is 60% of the sample.

78 WEST 2400 SOUTH • SOUTH SALT LAKE, UTAH 84115-3013

PHONE 801-486-0800 • FAX 801-486-0849 • RES. 801-583-1840

Batch #39222
Lab #Y77617-Y77619
Page 2

Lab Y77618, Field FECB-2 Drywall, tape, compound core, ladies RR lounge

This sample contains layers of off-white paint, brown plant fiber paper, and white gypsum plaster with 2% fiberglass. This sample is non-homogeneous. Asbestos is none detected.

The layers of off-white paint is 5% of the sample. The plant fiber paper is 25% of the sample. The white gypsum plaster is 70% of the sample.

Lab Y77619, Field FEBB-3 Drywall, tape, compound, core, mens restroom

This sample contains white paint, white micaceous limestone joint compound, brown plant fiber paper, and white gypsum plaster with 2% fiberglass and 1% plant fiber. This sample is non-homogeneous. Overall, this is well below 0.1% chrysotile asbestos.

The white paint is 5% of the sample. The joint compound is 1% of the sample. The plant fiber paper is 14% of the sample. The white gypsum plaster is 80% of the sample.

Very truly yours,

Willard C. Dixon

Willard C. Dixon

Analyst: Joshua D. Hinze

Joshua D. Hinze

Analyst: Michelle Maddocks

Michelle Maddocks

Analyst: Steven H. Dixon

Steven H. Dixon

Date: July 31, 1997

4

Exhibit

**LIMITED PHASE II SITE CHARACTERIZATION
FRANK EDWARDS COMPANY
AND ADJOINING PARKING FACILITY
100 SOUTH STREET 300 WEST STREET
SALT LAKE CITY, UTAH**



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Inc.**

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LAS VEGAS-NEVADA

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(702) 798-8050 • fax 798-7664

Prepared for: La Quinta Inns Inc.
112 East Pecan Street
San Antonio, Texas 78299-2636

Project No.: 4187JL183

Date: August 8, 1997

OFFICES	ARIZONA		NEVADA		NEW MEXICO	
	BULLHEAD CITY	520-758-8378	PHOENIX	602-437-3737	LAS VEGAS	702-798-8050
	FLAGSTAFF	520-774-8708	SIERRA VISTA	520-458-0364	ALBUQUERQUE	505-823-4488
	LAKESIDE	520-368-5568	TUCSON	520-748-2262	FARMINGTON	505-327-4966



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August 8, 1997

La Quinta Inns Inc.
112 East Pecan Street
San Antonio, Texas 78299-2636

Attn: Ms. Betty Parr

Project No. 4187JL183

Ref: Limited Phase II Site Characterization
Frank Edwards Company and Adjoining Parking Facility
100 South Street 300 West Street
Salt Lake City, Utah

Dear Ms. Parr:

Western Technologies Inc. (WT) is pleased to present this report documenting the results of a Limited Phase II Site Characterization at the above referenced site (Figure 1). The Limited Phase II Site Characterization was conducted to evaluate the potential impact of petroleum hydrocarbons to the subject site from upgradient underground storage tanks (USTs) identified during the performance of a Phase I Environmental Site Assessment (ESA) for the subject site.

1.0 SITE DESCRIPTION AND BACKGROUND

WT recently conducted a Phase I ESA on the above referenced property and identified several potential environmental conditions. According to information obtained during the Phase I ESA, the site was previously the location for a lumber storage and retail facility and a freight trucking operation. The site is currently used as an automotive parts distributor and asphalt parking facility. Leaking underground storage tanks (LUST) were previously located on adjacent properties located to the north and east of the subject property. In addition, several suspected upgradient sources of petroleum hydrocarbons were identified during the Phase I ESA.

2.0 SERVICES TO BE PERFORMED BY WT

The purpose of the site characterization was to evaluate the potential of soil and groundwater impact at the site due to past and present uses of the site and off-site activities in the vicinity of the site. The proposed scope of work was to advance up to 20 push-technology soil borings; obtain one soil sample from each boring; obtain a groundwater sample from selected soil borings; analysis of soil and groundwater samples; and a report of findings. The following sections describe procedures used during the performance of the scope of work.

2.1 SOIL SAMPLING: Following the preparation of a site specific Health and Safety Plan and the identification of subsurface obstructions (e.g. underground utilities), WT advanced sixteen push-technology soil borings (Figure 2 and Table 1) on the site to depths ranging from approximately 20 to 32 feet below the ground surface (bgs). The borings were advanced using truck-mounted Geoprobe™ equipment. The borings were advanced at various locations across the site, depending on access, and used to assess the potential impacts to the site from on-site or off-site sources. Difficult penetration conditions were encountered in the southwestern portion of the site at a depth of approximately 1.5 to 2 feet bgs. Several attempts (9 total) were made to penetrate the subsurface in this area (Figure 2). This area may be the location of a former building foundation which has been overlain by the existing asphalt pavement. A soil sample was not obtained from Geoprobe boring GB-4 due to moist soil conditions at the sampling interval.

Soil samples were collected using a 1.5-inch outside diameter, 2-foot long sampling probe equipped with a retractable point. Once the point is released, the probe is advanced into the subsurface collecting the soil inside the probe at the selected depth interval. Soil samples collected for chemical analyses were obtained using clean plastic liners. Upon extraction from the probe, the liners were sealed with plastic end caps, labeled, and placed on ice for transportation to an analytical laboratory. Soil samples were accompanied with the appropriate chain-of-custody documentation.

Sampling equipment was decontaminated prior to each use. Equipment was rinsed with water, cleaned with a detergent water solution, and rinsed with clean water to prevent the potential for cross contamination between samples.

Table 1

Geoprobe Data

Geoprobe Designation	Soil Sampling Interval (feet)	Total Geoprobe Depth (feet)	Groundwater Sampling Depth (feet)
GB-1	16 - 18	26	22 - 26
GB-2	19 - 21	26	23 - 26
GB-3	18 - 20	28	24 - 28
GB-4	19 - 21	28	24 - 28
GB-5	18 - 20	28	24 - 28
GB-6	19 - 21	27	24 - 27
GB-7	19 - 21	27	24 - 27
GB-8	19 - 21	27	24 - 27
GB-9	18 - 20	20	NC
GB-10	18 - 20	20	NC
GB-11	18 - 20	20	NC
GB-12	18 - 20	20	NC
GB-13	16 - 17	17	NC
GB-14	16 - 18	27	23 - 27
GB-15	23 - 25	32 ⁽¹⁾	29 - 32
GB-16	18 - 19.5	19.5	NC

NC - Not collected.

⁽¹⁾ - Increased depth due to elevated foundation above surrounding grade.

2.2 GROUNDWATER SAMPLING: Following collection of the soil samples, the groundwater sampling probe was inserted into the boring. The groundwater sampling probe consisted of a three- to four-foot sampling probe and an expendable drive point. The probe contained a section of 0.5-inch stainless steel, wire-wrapped well screen which extended from the probe as the drive rods were extracted from the borings after reaching the desired depth and releasing the expendable drive point. Groundwater samples were collected from the aquifer by extracting the sample using bailing techniques from the screened

interval of the push probe using clean plastic tubing after penetration of the aquifer. Groundwater samples were transferred to the appropriate laboratory supplied containers, sealed, labeled, and placed on ice for transportation to an analytical laboratory. Groundwater samples were accompanied with the appropriate chain-of-custody documentation.

Sampling equipment was decontaminated prior to each use. Equipment was rinsed with water, cleaned with a detergent water solution, and rinsed with clean water to prevent the potential for cross contamination between samples.

3.0 ANALYTICAL RESULTS

A total of fifteen (15) soil samples were submitted to the analytical laboratory for analysis. Soil samples were analyzed for total petroleum hydrocarbons (TPH) using U.S. Environmental Protection Agency (EPA) method 8015 modified. A total of ten (10) groundwater samples were analyzed for volatile organic compounds (VOCs) using EPA method 8240/624. Laboratory analysis were conducted on a normal 5-day turnaround. Laboratory analytical reports are included in Attachment A.

The soil analytical results indicate that TPH was not detected in any of the soil samples collected at the site above the laboratory reporting limit.

Groundwater analytical results indicate that tetrachloroethene (PCE) was detected in four geoprobe samples (Table 2) at concentrations ranging from 7 to 33 micrograms per liter ($\mu\text{g/L}$). Due to the decreasing concentration of PCE toward the center of the property from the southeastern corner of the property, it appears that the source of the PCE is off-site and in a southerly direction. The PCE concentrations also suggest a northwesterly groundwater hydraulic gradient beneath the site. PCE was the only VOC detected in the groundwater samples collected from the site.

Table 2
Groundwater Analytical Results

Geoprobe Designation	PCE (µg/L)
GB-1	<5
GB-2	<5
GB-3	<5
GB-4	<5
GB-5	8.5
GB-6	33
GB-7	7
GB-8	<5
GB-14	24
GB-15	<5
Utah State Action Limit	5

4.0 FINDINGS AND RECOMMENDATIONS

WT advanced a total of sixteen borings at the site for the collection of soil and groundwater samples. Soil analytical results indicate that TPH was not detected in the soil samples collected at the site. PCE was detected in four of the groundwater samples collected near the southeastern corner of the site. The distribution and concentration of the PCE appears to indicate a northwesterly groundwater hydraulic gradient and an off-site source.

The EPA action level for PCE is 5 µg/L. The state of Utah Department of Environmental Quality (UDEQ) addresses each incident on case by case basis. Based on these findings, WT recommends reporting the results of this investigation to the UDEQ for their action. Reporting the findings of this investigation would place the burden of site characterization and determination of PCE origin to the UDEQ.

August 8, 1997

5.0 LIMITATIONS

These professional services have been performed by WT using that degree of care and skill ordinarily exercised under similar circumstances by reputable environmental consultants practicing in this or similar localities. No other warranty, expressed or implied, is made. The professional services performed do not guarantee compliance with Federal, state, or local laws. This report is not a bidding document, and any contractor or consultant reviewing this report must draw his own conclusions regarding further investigation or remediation deemed necessary for the project. The professional services provided and judgement rendered on this project meet current professional standards and do not carry any other guarantee.

If you have any questions, please contact us at (702) 798-8050.

Sincerely,

WESTERN TECHNOLOGIES INC.



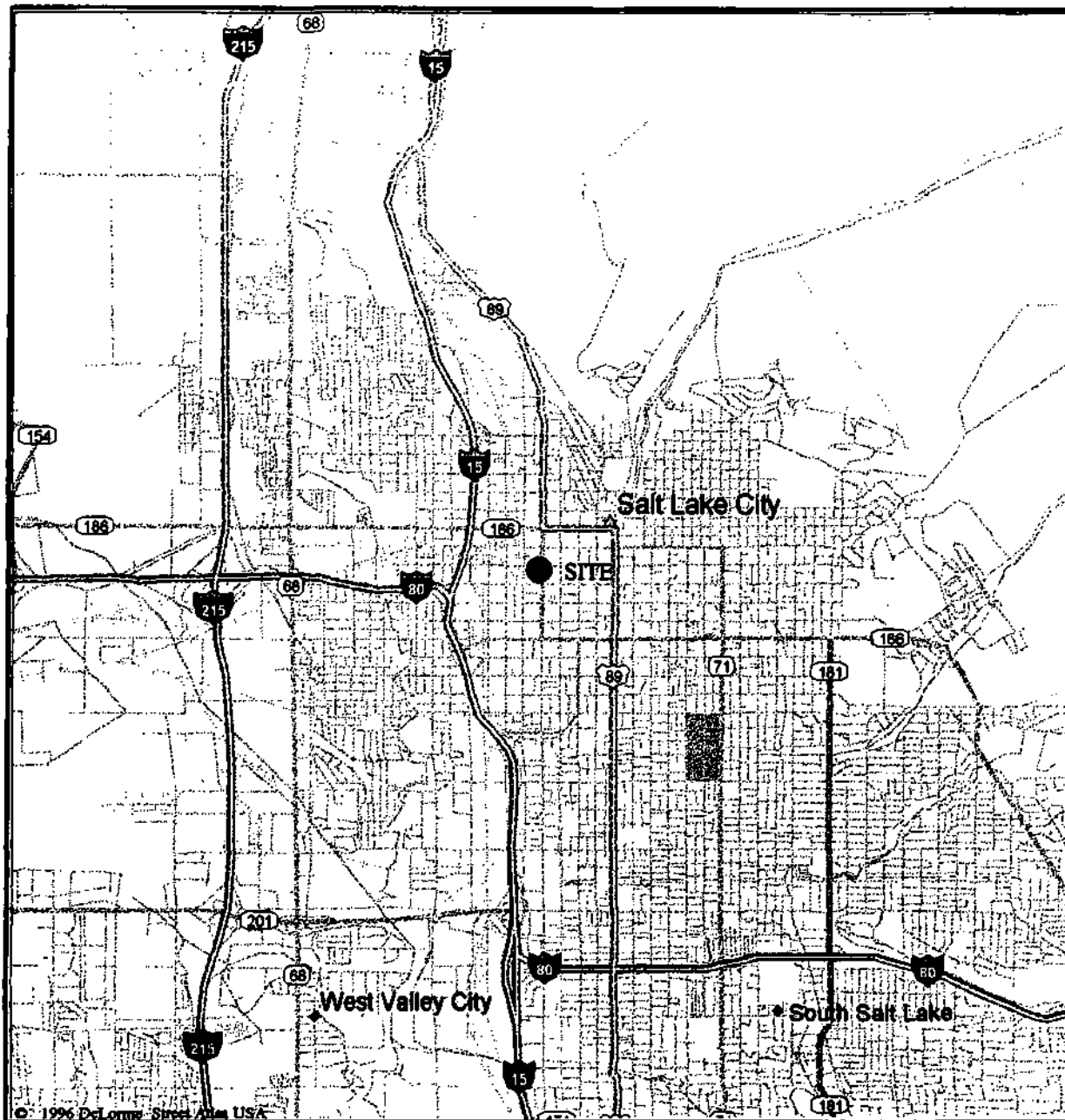
Rex S. Heppe
Senior Project Manager



Christopher L. White
Director of Environmental Services

Att: Figures
Attachment A - Laboratory Analytical Reports

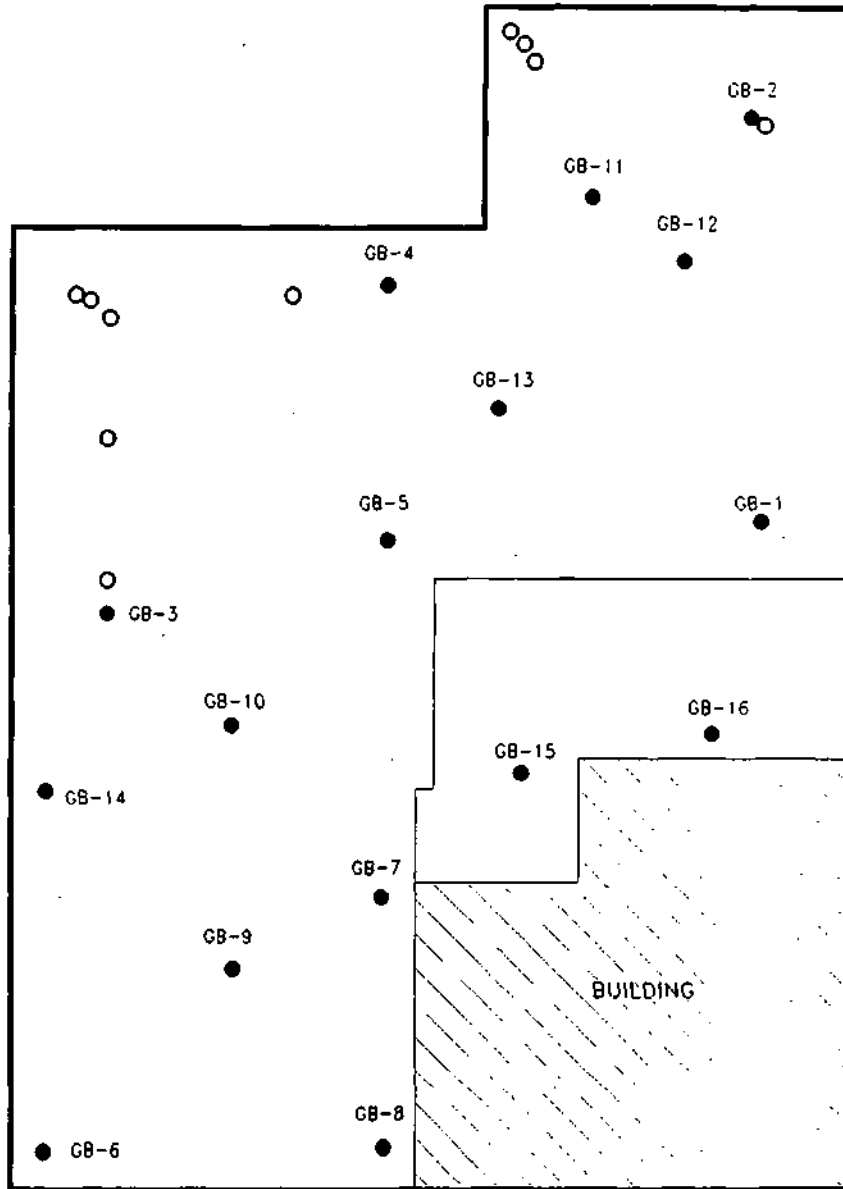
FIGURES



● - Site

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NOT TO SCALE

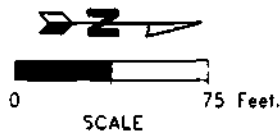
Project: LA QUINTA INNS, INC.	
Diagram: Vicinity Map	
Western Technologies Inc.	
Job No. 4187JL183	Plate 1



100 SOUTH STREET

300 WEST STREET

LEGEND:	
○	ATTEMPTED GEOPROBE LOCATION
●	GEOPROBE LOCATION



Project:	LA QUINTA INNS. INC.	
Diagram:	Boring Location Diagram	
Western Technologies Inc.		
Job No.	4187JL183	Figure 2

TARGET SHEET
EPA REGION VIII
SUPERFUND DOCUMENT MANAGEMENT SYSTEM

DOCUMENT NUMBER: 1005890

SITE NAME: VERMICULITE INTERMOUNTAIN

DOCUMENT DATE: 04/02/2004

DOCUMENT NOT SCANNED

Due to one of the following reasons:

- ☐ PHOTOGRAPHS
- ☐ 3-DIMENSIONAL
- ☐ OVERSIZED
- ☐ AUDIO/VISUAL
- ☐ PERMANENTLY BOUND DOCUMENTS
- ☐ POOR LEGIBILITY
- ☐ OTHER
- ☐ NOT AVAILABLE
- ☒ TYPES OF DOCUMENTS NOT TO BE SCANNED
(Data Packages, Data Validation, Sampling Data, CBI, Chain of Custody)

DOCUMENT DESCRIPTION:

EXHIBIT 4 ATTACHMENT A Laboratory Analytical Reports
